SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY

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Finance and Procurement Department

Supply Chain Management

Request for Bids (RFB)

APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) COMPRISING MINIMUM 500SQM AND 21 PARKING BAYS FOR THE PERIOD OF FIVE (5) YEARS: NKANGALA BRANCH OFFICE

Bid Information

Bid Number	**RFB 21- 2026/2027**
Bid closing Date and time	**15 September 2026 at 12h00pm**
Bid Description	Appointment of Service Provider for Procurement of alternative office accommodation for Small Enterprise Development and Finance Agency (SEDFA) comprising minimum 500sqm and 21 parking bays for the period of five (5) years: Nkangala Branch Office
Bid Validity Period from Date of closing	120 days
Bid Contact Person	Tshepo Palane tpalane@SEDFA.org.za Tel: 012 441 1106
Evaluation Method: Points System	80/20
Submission Address Details	SEDFA PHYSICAL ADDRESS The Fields, Office Block A, 1066 Burnett Street, Hatfield, Pretoria
Deadline for Responding to Clarifications for this bid	**10 September 2026**

Fraud Hotline *to report any wrongful or criminal deception or coercion intended to result in financial or personal gain by any* ***SEDFA*** *employee or person involved in this bidding process*	0800 000 663 (For **anonymous** reporting)
For complaints	procurement_complaints@SEDFA.org.za
Name of the Bidder	
Contact Person of Bidder	
Contact Number of Bidder/Representative	
Email address of Bidder	

Special Conditions and Requirement of Contract

APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) COMPRISING MINIMUM 500SQM AND 21 PARKING BAYS FOR THE PERIOD OF FIVE (5) YEARS: NKANGALA BRANCH OFFICE

1. INTRODUCTION AND BACKGROUND

1.1. As of 01 October 2024, **sefa,** Seda, and the Cooperative Banks Development Agency (CBDA) have officially merged to form **SEDFA**. The incorporation of **SEDFA** stems from the signing of the National Small Enterprise Amendment Act 2024 (No. 21 of 2024) by President Cyril Ramaphosa on 23 July 2024, and its subsequent gazetting on 30 September 2024. **SEDFA** is a development finance institution, listed as a Schedule 3B National Government Business Enterprise, with the State as the sole shareholder and the Department of Small Business Development as the Executive Authority. **SEDFA** complies with both the Public Finance Management Act 1 of 1999 and the Companies Act 71 of 2008.

1.2. As a development finance institution, **SEDFA** provides both and financial and non-financial support to Micro-Small Medium Enterprises (MSMEs) with the objectives to

1.2.1. Design and implement development support programs for small enterprises,

1.2.2. Promote service delivery network that enhances the contribution of small enterprises to the South African economy,

1.2.3. Foster economic growth, job creation, and equity in historically disadvantaged communities,

1.2.4. Support, promote, and develop cooperative banks and cooperative financial institutions, and

1.2.5. Strengthen the capacity of service providers to support and enable small enterprises to compete successfully both domestically and internationally.

2. PROJECT BACKGROUND

2.1 As a result of the merger between the three entities, SEDFA Nkangala Branch intends to acquire a new alternative office building / additional office space where the merged entity (ex-**sefa** and ex-SEDA) will be accommodated in one building. The total space required includes the needs analysis of Nkangala Branch office including estimated future growth and is estimated at **500m²**, and **21** parking bays. The estimated space includes lettable space and parking.

2.2 The Small Enterprise Development Finance Agency (SEDFA), Nkangala Branch office is currently accommodated at Saveways Crescent Centre, Cnr Nelson

Mandela and O R Tambo Streets, Emalahleni. The area being occupied amounts to 411m². Thee lease agreements expires on 30 September 2026.

2.3 SEDFA intends to acquire a new / alternative office accommodation where the merged entity will ensure smooth operation and business continuity. The total required space for the Entity is estimated at Minimum of **500m²** which excludes lettable space and **21** parking bays.

3. BID SUBMISSION REQUIREMENTS

3.1. Bids must be submitted in a **sealed envelope and marked** as follows:

ATTENTION: SEDFA SUPPLY CHAIN MANAGEMENT

Description of the Bid

Bid Number

Name of the Bidder

3.2. GENERAL BID REQUIREMENTS

a. Bid documents **must** be initialled on every page.

b. Number of sealed envelopes/files must compose of one (1) **ORIGINAL** and one (1) electronic PDF **copy** of the original bid proposal document on a memory stick or flash drive.

c. The bid proposal should be written in English including the certificates.

d. Submissions of the Bid responses MUST be made by depositing the Bid proposal into the Tender Box situated at **SEDFA** Head Office at the physical address below on or before the closing date as stated on page 1 of this Request for Bid document under Bid Information.

e. The bidder will bear all expenses associated with the preparation and submission of this Bid.

3.3. SEDFA PHYSICAL ADDRESS

The Fields, Office Block A,

1066 Burnett Street,

Hatfield,

Pretoria

For more information, please visit the **SEDFA** website: www.sedfa.org.za

3.4. BID RESPONSES

3.4.1. BID FORMAT

3.4.2. Bidders shall submit their bid response in accordance with the requirements as outlined in the Bid Response Template provided in Appendix 1.

3.4.3. Each section must be clearly marked, and the documents must be bound.

3.4.4. The RFB comprises a number of sections and the bidder's proposal must include all the required information and documentation as outlined in this RFB.

3.4.5. **GENERAL CONDITIONS OF CONTRACT**

3.4.5.1. Completion of all Standard Bidding Documents (SBD by hand, attached in **ANNEXURES A**, and adhering to all other requirements as outlined on each form. The following SBD and other forms must be duly completed and signed, and returned as part of the Bid Proposal:

a. **SBD 1:** Invitation to Bid.

b. **SBD 4:** Declaration of Interest.

c. **SBD 6.1:** Preference Points Claim Form.

d. Valid Tax Compliant Status (TCS PIN issued by SARS).

e. In bids where Consortium, Joint Ventures and Sub-Contractors are involved, it is required that each party must submit separate proof of Tax Clearance Certificate(s) or *PIN* issued by SARS. Copy of the Consortium/Joint Venture/ Sub-Contracting Agreement duly signed by all parties (If applicable).

f. Submission of a copy of a **valid B-BBEE certificate** issued through a SANAS Accredited Agency, with the exception of Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs). These enterprises need to submit B-BBEE **sworn affidavits** as per the requirements of the Department of Trade, Industry and Competition (the **dtic**) for qualifying enterprises except those who fall under the Construction Sector Charter Council (CSCC). Other sworn affidavits will not be accepted. The **dtic** and CSCC affidavit templates are available under **ANNEXURE A.**

g. National Treasury **Central Supplier Database** (CSD) **registration** (The bidder to attach a proof of registration).

h. Submission of bidder's **Companies & Intellectual Property Commission** (CIPC) **registration documents**, listing all Directors or Shareholders and certified copies of the Identify Documents (ID) of Directors or Shareholders (not older than three months).

3.4.5.2. The successful bidder and its staff shall comply with all the laws of the Republic of South Africa and as it relates to this bid.

3.4.5.3. The bidder's staff must be South African citizens and **SEDFA** reserves the right to validate citizenship.

3.4.6. **PRICE PROPOSAL**

a. Bidders are required to complete and sign pricing proposals.

b. **NB:** Failure to complete and submit a pricing proposal, will lead to disqualification of the bid.

3.5. **LATE BIDS**

Bids submitted at the stated bid address, after the closing date & time, shall not be considered under any circumstances.

3.6. **COUNTER CONDITIONS**

Bidder's attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by the bidder shall render the bid invalid.

3.7. **BID DISTRIBUTION**

3.7.1. The distribution of this RFB outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFB are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither **SEDFA**, nor any of their respective directors, officers, employees, agents, representatives, or advisors, accepts liability to any person or company for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.

3.7.2. Recipients of this RFB document may only distribute it to other parties whom they wish to involve as part of their bidder consortium in submitting a bid.

3.8. **PRESENTATIONS**

SEDFA reserves the right to require that any bidder provides a formal presentation of its bid proposal, at a date and time to be determined by **SEDFA**. All instructions and clarification regarding the purpose and scope of the presentation/demonstration shall be provided by **SEDFA**. The bidder shall bear all expenses associated with the preparation of such presentations/demonstrations.

3.9. **EVALUATION PROCESS**

This bid will be evaluated in five (5) stages as follows:

Stage 1 -Administrative Compliance Requirements (Initial Screening Process).

Stage 2 - Mandatory Requirements.

Stage 3.- Functionality Criteria.

Stage 4 – Site Inspection.

Stage 5 – Price and Preference (Specific Goals)

3.9.1. **STAGE 1: ADMINISTRATIVE SCM COMPLIANCE**

During this stage, bid responses will be reviewed for purposes of assessing compliance with the RFB requirements including the General Conditions of Contract as outlined in this RFB, stated Special Conditions of Contract – **Annexure A**

3.9.2. **STAGE 2: Mandatory Requirements**

All bids will be evaluated by the evaluation panel independently in terms of the set evaluation criteria for mandatory as outlined in **Annexure B**.

3.9.3. **STAGE 3 - FUNCTIONALITY EVALUATION**

a. All bids will be evaluated independently by the evaluation panel members in terms of the defined evaluation criteria for functionality evaluation.

b. Bids that score less than **70 points out of 100** on functionality shall not be considered further.

c. Bids will be evaluated on Functional requirements as outlined in **ANNEXURE C.**

3.9.4. **STAGE 4: SITE INSPECTION**

a. All bids will be evaluated independently by the evaluation panel members in terms of the defined evaluation criteria for site inspection evaluation.

b. Bids that score less than **90 points out of 100** on functionality shall not be considered further.

c. Bids will be evaluated on Functional requirements as outlined in **ANNEXURE D.**

3.9.5. **STAGE 5: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM**

3.9.5.1. Only bidders that have scored a minimum of **90/100** on Site Inspection will be evaluated during stage 5 for pricing and specific goals in **ANNEXURE E**

3.9.5.2. In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations, responsive bids will be adjudicated by the State on the applicable point system.

3.9.5.3. The applicable preference point system for this tender is the 80/20 preference point system.

3.9.5.4. In terms of 80/20 points system, points are awarded to bidders on the basis of:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	**100 POINTS**

4. POST AWARD CONDITIONS

4.1. Services will be rendered as detailed/ stated in the Scope of Work / Terms of Reference.

4.2. The successful bidder shall submit a monthly statement of all outstanding payments, credit notes issued, and payments made. Such statements shall also contain the order number, the details of the date of the transaction, the invoice number, remittance number and credit note details.

4.3. SEDFA shall not be held responsible in any way for any damages, losses, theft of equipment or any valuables of the successful bidder or injury of his/her employees whilst on site or in the execution of their duties.

4.4. All procurement related to this service, as outlined in this RFB, shall be conducted by SEDFA's Supply Chain Management department only.

4.5. Fire Risk management and emergency evacuations upon final works completion; post award.

4.6. The building must be declared gun-free.

4.7. Compliance with the regulatory, environmental and mandatory conditions requirements until duration of the contract.

- Health and safety compliance - valid OHS certificate of compliance.
- Electrical compliance -Electrical certificate of compliance.
- Fire compliance -Fire certificate of compliance.
- Occupational compliance- Municipality occupancy certificate.
- Building grading -Grade A & B or C issued by relevant authorities.
- Lift maintenance -Lift maintenance certificate or other form of proof.

4.8. PROFESSIONAL TEAM

4.8.1. SEDFA requires the bidder to appoint a full professional team to assist with the internal fit-out of the premises to ensure conformity to applicable South African statutory regulations, Acts and the SEDFA specific fit-out requirements as stipulated in **Annexure G (Accommodation Norms).**

4.8.2. The professional team should comprise of the Project Manager and Space Planner/Interior design/Decorator and any relevant team member / s the bidder deem fit to be assigned to the project and to assist SEDFA team with office layout planning and execution.

5. STAFF REQUIREMENTS

5.1. The successful bidder must ensure the following:

a. That the staff working under this contract are in good health.
b. That they are adequately trained prior to commencement of the contract.
c. That replacement staff is available should the need arise. The bidder is obligated to inform SEDFA of any removal and replacement and the replacement of staff can only be done with the formal approval of SEDFA.

d. Staff must be dressed appropriately and where required.
e. The bidder's staff must be South African citizens and SEDFA reserves the right to validate citizenship.

6. RESOURCE REQUIREMENTS

The successful bidder must provide the necessary work tools to the bidder's employees working on the project.

7. LEASE AGREEMENT

7.1. The successful bidder will be required to enter into a Lease Agreement with **SEDFA**.

7.2. A performance measurement process will form an integral part of the Service Level Agreement, to be signed after the successful bidder has been appointed.

8. SUPPLIER DUE DILIGENCE

8.1. **SEDFA** reserves the right to conduct bidder due diligence to shortlisted bidders prior to final award or at any time during the contract period. This may include site visits if applicable.

8.2. **SEDFA** reserves the right to request the successful bidder and its staff to undergo a security vetting and/or credit vetting processes via external services providers such as Credit Bureaus and the South African Police Services. By submitting a bid proposal, the bidder gives explicit approval for **SEDFA** to conduct such vetting requirements, when required.

9. FICA AND COMPLIANCE CHECKS:

9.1. SEDFA, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001 (FICA). SEDFA shall thus conduct a comprehensive PEP screening on the successful bidder and therefore requests all bidders to submit the Know Your Customer (KYC) documents example(s):

- Certified identity documents.
- Certificate of Incorporation (CM1 or CoR 15.1/CoR 14.1)
- Certified copy of Change of Name, if applicable (CM9 or CoR 9.1 or 2).
- Current list of Directors (CM29 or CoR 39) (also used for PEPs/Sanctioned screening purposes).

10. BID CANCELLATION

In the case of the cancellation of this RFB, **SEDFA** shall endeavour to inform all bidders, through the same medium used for the communication of the RFB.

11. TENDER VALIDITY PERIOD

11.1. Bid submitted in response to this RFB will constitute a binding offer by SEDFA which will remain binding and irrevocable for a period of 120 business days from the date of submission to SEDFA. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any bidder, unless and until a definitive Agreement and other related transaction documents are concluded between SEDFA and the preferred bidder.

11.2. Bids are valid for acceptance by SEDFA at any time within the requested validity period after the closing date of the RFB.

12. MATERIAL CHANGES

12.1. Any material changes in the control and/or composition of any bidder or any core member of a bidder after submission of a Bid, shall require the prior written approval of **SEDFA**, and any failure to seek such approval from **SEDFA** shall result in **SEDFA** being entitled, in its sole discretion, to exclude the relevant bidder from any further participation in the bid process or to cancel the engagement. This shall be interpreted to include post appointment and subcontracting of work arising out of this bid to complete certain work.

12.2. **SEDFA** shall be the sole arbiter as to what constitutes a "material change in the control and/or composition of any bidder", and as to what constitutes a "core member of a bidder" for purposes of such approval. Any request for such approval shall be made to **SEDFA's** Supply Chain Management in writing and shall provide sufficient reasons and information to allow **SEDFA** to make such a decision. **SEDFA** reserves the right to accept or reject any such request for approval.

13. FRAUD ALERT

13.1. **SEDFA** takes a zero-tolerance approach to fraud, corruption and bribery.

13.2. **SEDFA** is committed to acting fairly, with integrity, in all its' relationships and business dealings both internally and externally (with its suppliers, contractors and other stakeholders).

13.3. Please note that under no circumstances will **SEDFA** ever require any payment to secure an award of an RFP or a tender. Individuals that claim that an upfront payment to an individual, third party or a **SEDFA** official, is a blatant attempt at defrauding bidders and such a scam must immediately be reported to the **SEDFA** Anti-Corruption line. **SEDFA** follows a fair, competitive and transparent procurement process in evaluating and awarding bids.

13.4. Should you or anyone wish to report any suspected fraud, corruption or bribery, you can BLOW the whistle by calling a free hotline on **0800 000 663**.

14. COMMUNICATION

14.1. **SEDFA** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary. Such communications will be done via the Supply Chain officials listed as the contact persons for this bid process.

14.2. All communication (enquiries/clarifications) relating to this bid shall take place between the bidder and the Supply Chain Management officials listed as the contact persons for this bid process. Such communication shall be done in writing only.

14.3. Communication between the closing date and the award of the bid, between the bidder and other **SEDFA** officials or persons acting in an advisory capacity for the State, in respect of this bid, is prohibited.

15. CONTACT DETAILS

15.1. Main Contact

Name : **Tshepo Palane**

Email : tpalane@sedfa.org.za

TEL : 012 441 1106

NB: Communication outside this platform is **strictly prohibited** and should bidders be found to be in contact with any of **SEDFA's** staff members on matters relating to this bid, such bidders shall automatically be disqualified from this bid process.

16. SCOPE OF WORK / TERMS OF REFERENCE

The Scope of Work / Term of Reference is attached as **ANNEXURE F**.

17. ANNEXURES

Annexure A: Stage 1 - Administrative Compliance Requirements

Annexure B: Stage 2 - Mandatory Requirements

Annexure C: Stage 3 - Functionality Criteria

Annexure D: Stage 4 – Site Inspection

Annexure E: Stage 5 - Price and Preference

Annexure F: Scope of Work / Terms of Reference

Annexure G: Accommodation norms

Annexure H: Pricing Proposal

Appendix 1: Bidder Proposal Response

ANNEXURE A

Stage 1 - Administrative Compliance Requirements

Document Name	Template
National Treasury. Government Procurement: General Conditions of Contract, July 2010	NT General Conditions of Contr
SBD 1	SCM-Bid documents SBD 1 2022 240826.p
SBD 6.1	SBD 6.1.pdf
SBD 4	Standard Bidding Document (SDB) 4_A
GCC	GCC
CONSENT FORM	CONSENT FORM.pdf
BEE SWORN TEMPLATES	Property-EME-Affida vit-Template.pdf Property-QSE-Affidav it-Template.pdf

STAGE 1 - ADMINISTRATIVE COMPLIANCE

During this stage, bid responses will be reviewed for purposes of assessing compliance with the RFB requirements including general bid conditions and also the Specific Condition of Bid, which requirements include the following:

a) The Standard Bid Document (SBD 1, 4 & 6.1) forms must be fully completed and signed by the authorized company representative.

b) The bidder must submit proof of registration on CSD (Central Supplier Database) in the form of CSD Report.

c) Submission of valid Tax Compliance Status (TCS) Certificate with a unique security personal, Identification (PIN) issued by the South African Revenue Services certifying that the taxes of the bidder are in the order must be submitted at the closing date and time of the RFB.

d) The bidder must submit a certified valid B-BBEE certificate; in the event of submission of a B-BBEE Sworn Affidavit, the bidder must ensure that the Affidavit is stamped by the Commissioner of Oath and indicate the ownership percentages and/or specific goals of the Bidding entity;

e) In bids where Consortium, Joint Ventures and Sub-Contractors are involved, it is required that each party must submit separate proof of Tax Clearance Certificate(s) or *PIN* issued by SARS. Copy of the Consortium/Joint Venture/ Sub-Contracting Agreement duly signed by all parties (If applicable).

f) The bidder must submit Companies & Intellectual Property Commission (CIPC) company registration documents listing all Directors or Shareholders and certified ID copies for directors/shareholders/members/partners.

g) Consent Form.

Note:

- If the bidder is listed on the National Treasury List of Restricted Suppliers shall result in disqualification of the bid
- If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid.
- If the status of the bidder is reflecting deregistered on CIPC and or CSD shall result in disqualification of the bid.

Note: All bidders who do not comply with the items listed above will be disqualified and not be evaluated further.

ANNEXURE B

STAGE 2 - MANDATORY REQUIREMENTS

The bidder must comply will all mandatory requirements to qualify for stage three, i.e. functionality requirements

<table>
<tr><th>No.:</th><th>Mandatory Requirements / Item</th><th>Comply / Not Comply</th></tr>
<tr><td>1.</td><td>PROOF OF OWNERSHIP
Where the bidder is the owner as proof bidders must attach a valid original or certified proof of property ownership and registration (Deeds Registration under the name of the bidder).
Where the bidder is an Agent/Broker the bidder must
- confirm that they are registered with the Estate Agencies Affairs Board (EAAB) or Property Practitioners Regulatory Authority and are in possession of a valid Fidelity Fund Certificate. Bidder to provide proof of a certified copy of valid certificate and
- submit a duly signed mandate/proxy/agreement between the bidder and the owner of the building.
Failure to submit the above-mentioned documents will lead to disqualification.</td><td></td></tr>
<tr><td>2.</td><td>BUILDING LOCATION
The location of the building must be within Emalahleni area.

As proof, the bidder must submit:

- Aerial map of the property with address and,
- Copy of Utility Bill/Municipality statement which has a physical address showing of the building location; and
- Deed of Transfer.
Failure to submit the above-mentioned documents will lead to disqualification.</td><td></td></tr>
</table>

3.	**THE SIZE OF THE OFFICE SPACE & NUMBER OF PARKING BAYS** • The size of the GLA must be a minimum of **500m²** to be able to accommodate the SEDFA space requirements including twenty-one (21) parking bays. **NUMBER PARKING BAYS** - Twenty-one (21) dedicated parking bays. The parking must be 21 covered parking or shaded parking or basement parking bays. - Included in the parking space for one (01) disabilities staff/visitors. - Secured and undercover parking for 3 SEDFA pool vehicles (Lockable). - Secured and undercover parking for thirteen (13) SEDFA staff vehicles. - Four (4) open parking bays for visitors. As proof the bidder must submit the floor plans in line with SEDFA approved standard norms with the required square meters (m²) including parking bays. Failure to submit the above-mentioned document will lead to disqualification.	
4.	**BUILDING AVAILABILITY** • The rental office/space/building is existing and available for occupation as outlined below: - The building must be available in **01 October 2026** for Tenant installation. - The landlord must allow one-month beneficial occupation from **01 December 2026.** - The lease commencement date will be **01 January 2027**. The bidder must submit the signed confirmation letter of the building availability as proof in the company letters. Failure to submit the confirmation letter of the building availability will be disqualified.	

Bidder (s) who failed to comply with the above Mandatory requirements will not be considered for further evaluation.

STAGE 3.- FUNCTIONALITY CRITERIA

ANNEXURE C

FUNCTIONAL EVALUATION CRITERIA

ONLY BIDDERS WHO SCORED A MINIMUM OF 70 FUNCTIONALITY SCORES AS PER THE REQUIREMENTS WILL BE FURTHER EVALUATION ON SITE VISIT

No.	Functionality Requirements	SCORING MATRIX	Points Allocation / Weight
1.	**BUILDING GRADING** Bidders must submit a **certified** Grading Certificate, issued by the South African Property Owners Association (SAPOA). This certificate must be valid and not be older than 12 months.	Grade A – **30 Points** Grade B – **20 Points** Grade C – **10 points**	30 points
2.	**SEDFA ACCOMMODATION STANDARDS** • Bidders to provide indicative space planning layout for the building proposed **as per Annexure G** focusing on work, support, public and shared space. • The proposed property / building must meet the following standard requirements: **FLOOR PLAN LAYOUT ASSESSMENT:** • Office Floor Plan Layout (Office Space **minimum of 500m²** detailing the following: • Allocation of Offices as per the **Annexure G (accommodation norms)** • As proof the bidder must submit the actual drawings/design of the floor plan in line with the approve norms of the as part of	• Floor plan that does not addresses (full requirements **as per Annexure G) = 0 points.** • Floor plan that addresses full requirements as **per Annexure G**= **40 Points.**	40 points

	the proposal for interrogation by SEDFA before the final plan approved. The bidder's preliminary sample layout plan should clearly indicate how the office needs will be accommodated or catered for by clearly indicating internal floor area sizes, and overall building envelope sizes.		
3	**PROJECT IMPLEMENTATION PLAN** • The bidder must submit a detailed Project Implementation Plan demonstrating how the building/accommodation will be ready for occupancy within the specified three (03) months period from the award of the tender. • The plan must include the following: - Critical path schedule (timelines) for all Tenant Installation (TI). - Building Inspections. - Compliance Certification - Weekly progress meetings.	• Project plan submitted and does not address relevant activities and realistic allocated timelines = **0 point**. • Project plan submitted with relevant activities and realistic timelines within the allocated three months period **= 30 points.**	30 points
TOTAL FUNCTIONALITY			100
Stipulated Minimum Threshold (SMT) to be met			70

Bidders are required to obtain a minimum threshold of 70 out of 100 points on functionality in order to be evaluated further. Any bidder who scored less than 70 Points will be eliminated and not be evaluated further.

STAGE 4 – SITE VISIT CRITERIA

Annexure D

Only qualifying bids meeting/ exceeding the stipulated minimum threshold for the Stage 3: Functionality Criteria will be considered for Stage 4: Site Visit.

- **Bidders are required to obtain a minimum threshold of 90 out of 100 points on Site Inspection to be evaluated further. Any bidder who scored less than 90 Points will be eliminated and disqualified.**

NO	SITE VISIT REQUIREMENTS	POINTS ALLOCATION
1.	**BUILDING LOCATION & ACCESSIBILITY** • The location of the building must be within Emalahleni area; and • The proposed building must be accessible to the general public transport.	**40**
2.	**BUILDING-GENERAL REQUIREMENTS** **PHYSICAL FACILITIES** • Office Space **minimum of 500m²** = **12 points** • Ablution facilities including for people with disabilities=**2 points** • Staircase, ramp and elevator**=1 points** • Secure basement or shaded parking**=2 points** • 24 hours security to be available on site **=2 points** • Standby generator & backup water **=1 points**	**20**
3	**BUILDING AVAILABILITY** • The rental office/space/building is existing and available for occupation; - If the current premises is occupied, the bidder must provide the valid signed contract with the current tenant; and - The bidder must provide the latest utility bill of the property of the occupant on the day of inspection.	**40**
	TOTAL SITE INSPECTION	**100**
	Stipulated Minimum Threshold (SMT) to be met	**90**

Bidders are required to obtain a minimum threshold of 90 out of 100 points on Site Inspection to be evaluated further. Any bidder who scored less than 90 Points will be eliminated and disqualified.

ANNEXURE E

STAGE 5: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM

1. Only bidders that have scored a minimum of **90 / 100** on Site Visit will be evaluated during stage 5 for pricing and specific goals.
2. In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations,
   responsive bids will be adjudicated by the State on the applicable point system.
   a. The applicable preference point system for this tender is the 80/20 preference point
      system.
   b. In terms of 80/20 points system, points are awarded to bidders on the basis of:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	**100 POINTS**

Specific Goals for this tender and points that may be claimed are indicated per table below:

<u>(Note to Tenderers:</u> The tenderer must indicate how they claim points for each preference point system. <u>Failure of the tenderer to submit the fully completed SBD 6.1 with the points claimed and supported by proof/documentation will results in points being forfeited)</u>

<table>
<tr><th colspan="3">Specific Goals Allocated and Points to claimed in terms of this tender</th></tr>
<tr><td colspan="3">Indicate the following to support this claim. Failure to provide the required information will result in being forfeited.</td></tr>
<tr><td colspan="2">Indicate Number of <u>Full Time Employed Paid Employees</u>:</td><td>________</td></tr>
<tr><td colspan="2">Total Annual Turnover or Revenue:</td><td>R__________</td></tr>
<tr><td>Size of Enterprise</td><td>Number of points allocated (80/20 system)</td><td>Number of points claimed (80/20 system) (To be completed by the tenderer)</td></tr>
<tr><td>Micro Enterprise</td><td>8</td><td></td></tr>
<tr><td>Small Enterprise</td><td>5.6</td><td></td></tr>
<tr><td>Medium Enterprise</td><td>3.2</td><td></td></tr>
<tr><td>Large Enterprise</td><td>0.8</td><td></td></tr>
<tr><td>Sworn Affidavit/ BBBEE Certificate
(Ownership aligned to B-BBEE Status Level)
<table><tr><th>L1</th><th>L2</th><th>L3</th><th>L4</th><th>L5</th><th>L6</th><th>L7</th><th>L8</th></tr><tr><td>2</td><td>1.75</td><td>1.50</td><td>1.25</td><td>1</td><td>0.75</td><td>0.25</td><td>0</td></tr></table></td><td>2</td><td></td></tr>
<tr><td>Black Women Owned (more/≥30% owned)</td><td>4</td><td></td></tr>
<tr><td>Target Group: Youth</td><td>2</td><td></td></tr>
<tr><td>Spatial: Rural</td><td>4</td><td></td></tr>
<tr><td>Spatial: Townships</td><td>2.4</td><td></td></tr>
<tr><td>Spatial: City</td><td>0.8</td><td></td></tr>
</table>

Supporting Document for Claiming of Specific Goals:

The bidder must also indicate point claims on SBD 6.1.

Size of Enterprise: Micro, Small, Medium enterprises: maximum 8/20
Verification Method: National Small Enterprise thresholds for defining enterprise size classes by sector and CSD

Enterprises are divided into the following categories:

SECTORS	SIZE OR CLASS OF ENTERPRISE	TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL ANNUAL TURNOVER
Catering, Accommodation and Other Trade	Micro	0-10	<5.0 million
	Small	11-50	<15.0 million
	Medium	51-250	<40.0 million
	Large	Exceeding 250	<160 million

B-BBEE (Black Ownership): Maximum 2/20 points.
Verification Method: BBBEE certificate and or Sworn Affidavit:

Youth = 2/20 points which will be allocated follows:
Verification Method: CIPC and or CSD

Spatial: Rural and Township and City-based enterprises: 4/20 points
- Rural = maximum 4 points
- Township= 2.4
- City= 0.8

Verification method: Copy of Utility Bill, Lease Agreement, Title Deed, letter from Municipality outlining the physical address of the company and official letter with stamp from the local councilor.

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

The points scored by a bidder in respect of Specific Goals will be added to the points scored for price.

Only bidders who have completed and signed the declaration part of the Specific Goal form and who have submitted the relevant supporting documents will be allocated points.

The points scored will be rounded off to the nearest 2 decimals.

Criteria for breaking deadlock in scoring

a) If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for Specific Goals.

b) If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a tender that did not score the highest number of points.

SEDFA reserves the right to enter into negotiations with the preferred bidder.

SEDFA reserves the right to provide policy relating to the handling of information (Protection of Personal Information Act).

ANNEXURE F

SCOPE OF WORK / TERMS OF REFERENCE

Terms of Reference: Appointment of Service Provider for Procurement of alternative office accommodation for Small Enterprise Development and Finance Agency (SEDFA) comprising minimum 500sqm and 21 parking bays for the period of five (5) years: Nkangala Branch Office

1. SCOPE OF WORK

1.1. The scope of work involves sourcing and leasing office accommodation in Emalahleni, formerly known as Witbank, with the following specifications:

No.	Item	Description
1.1.1	Lease Term	5 Years.
1.1.2	Leased Area (m^2)	Rentable Office space area minimum of $500m^2$.
1.1.3	Parking Area	Twenty-one (21) Parking Bays: o Three (3) for SEDFA owned vehicles (Basement/Secured/Shaded or Covered) . o Thirteen (13) Staff Vehicles (Basement/Secured/Shaded or Covered). o Five (5) Open Parking for visitors.
1.1.4	Location	Within the Emalahleni Municipal area.
1.1.5	Property type	A stand-alone property or Office Park.
1.1.6	Beneficial Occupation Date	01 December 2026
1.1.7	Occupation Date	01 October and November 2026 for Tenant's installation.
1.1.8	Lease Start Date	01 January 2027
1.1.9	Other	o Space Planning. Office layout with various office types (single offices, shared offices, open plan), meeting rooms, and operational spaces. Sizes are as per section 2. o Tenant Installation o Back-up Power System (state whether a generator, solar or inverter) o Back-up Water system o 24-Hour own Security for office park or common security)

		o Accessibility to People with physical disability and general public.
1.1.10	Compliance	Certificate of Compliance Occupancy Certificate

2. **SPECIFICATIONS**

The leased facility requirements include:

- Estimated Preferred Floor Plan:

Qty	Description	SqM	Total SqM
Branch Office			
Office of the Branch Manager:			
1	Branch Manager	19.2	19.2
1	Meeting Room (Adjacent to the Branch Manager's office)	19.2	19.2
1	Operations Administrator	14.4	14.4
1	Branch Administrator	10.8	10.8
1	Boardroom	14.4	14.4
1	Receptionist	10.8	10.8
PRACTITIONERS			
3	Business Advisor Level 3	10.8	10.8
1	Business Advisor Level 3	10.8	10.8
1	Business Advisor Level 2	10.8	10.8
1	Business Advisor Level 2	10.8	10.8
1	Information Officer	10.8	10.8
1	Regional Facilitator	10.8	10.8
ADMINISTRATION			
1	Meeting Room/Consulting Room	21.6	21.6

1	Branch Administrator	10.8	10.8
2	Interns	10.8	21.6
SUPPORT SPACE/GENERAL/ PUBLIC SERVICE AREA:			
1	Reception/Security and waiting area (Reception area to also accommodate security equipment)	19.2	19.2
1	General Foyer/Waiting Area	19.2	19.2
SUPPORT AREAS			
1	Bulk Filing Area	12	12
1	Print Station	6	6
1	Stationery Storage With Shelves	14.4	14.4
1	Storage space	19.2	19.2
1	Main Boardroom with Built-in cupboards/Serving Area	48	48
3	Small Boardrooms (Consulting Rooms)	12	36
1	Training Room (30-Seater) {Sound Proof and Serving Room / Area. The training/learning centre should be partitioned into 2 x training/learning centres to enable expansion of space, making use of fixed folding (retractable) acoustically soundproof partitioning doors.	48	48
1	IT Room / Server Room	14.4	14.4
1	Eating / Pause Area	12	12
1	Main Kitchen with BIC and Hydroboils	24	24
2	Cleaners' Room with lockers (male and female)	10	10

1	Storage - Cleaning Materials and Equipment	10	10
	Total	**500**	**500**
	Lettable area		**500m² Excluding Parking and Ablution Facilities**

- **Ablution Facilities**
  - Minimum 2 x Male.
  - Minimum 2 x Female.
  - Minimum 1 x Paraplegic.

- **Parking**
  - Secured and undercover parking for 3- SEDFA Pool vehicles (Lockable).
  - Secured, undercover parking for 13 SEDFA Staff vehicles.
  - Access to secured parking for SEDFA visitors/clients (At least 4).
  - Demarcated Parking for One (1) Paraplegic staff/visitors.

- **Electrical Systems**
  - Electrical outlets with a minimum of 2 outlets per workstation.
- **ICT Infrastructure**
  - Roof structure and access to the roof must comply with minimum health and safety requirements to technicians to install or maintain equipment.
  - Landlord pre-approvals for site surveying and installation of wireless communication equipment (microwave equipment).
- **Server Room**
  - Air conditioner with minimum rating of 12000 BTU.
  - Fire detection system.
  - Fire suppression system (preferable).
- **Air-conditioning**

- Centralised/split units for all other offices and common areas.

- **Accessibility**
  - Access for people living with disabilities and paraplegics.
  - Convenient access to public transport.

- **Location**
  - Within Emalahleni Municipal area.

- **Availability**
  - The building must be available in 01 October and November 2026 for Tenant installation.
  - The landlord must allow one-month beneficial occupation from 01 December 2026.
  - The lease commencement date will be 01 January 2027.
  - All alterations/ refurbishments/interior changes must be done by the bidder to meet SEDFA's requirements, must be completed prior to the occupation date.

FACILITY QUALIFICATIONS

The Lessor, in its proposal, shall at a minimum address meet the following technical qualifications:

Parameters	**Requirement(s)**
Facility description	A, B or C Grade office accommodation. Featuring high: quality modern finishes, Heating Ventilation and Air Conditioning (HVAC) and adequate on-site parking with a provision for back-up electricity power supply in case of Power outage and back-up water. Dedicated Smoking area with signage/s. Toilet Facilities. Accessibility for deliveries.

	The lessor shall at **<u>its own cost</u>** be required to make all alterations/refurbishments/interior changes to meet the SEDFA specifications as outlined in the floor layout plan. Describe whether this is an owned building ready for occupancy or building requiring to be remodelled to occupant's specifications. Preferably, the Lessor shall be required to make the interior changes to meet the SEDFA specifications. The building must meet all relevant Occupational Health & Safety and Building regulatory (Air Conditioning) requirements, including facilities for the disabled (ramp at front entrance / restrooms etc.). Toilet Facilities. Accessibility for deliveries
Facility occupancy timeline	Provide details on the timeline for occupancy. Occupancy must be no later than the afore-mentioned date. Confirm that the building will be compliant with all agreed upon requirements by the date specified. The building must be available in 01 October and November 2026 for Tenant installation. The landlord must allow one-month beneficial occupation from 01 December 2026. The lease commencement date will be 01 January 2027.
Facility location	Describe the exact location address
Facility Area	Provide a layout showing the minimum of 500m^2.
Rental rate	The quoted rental must indicate cost per square meter and be Vat Inclusive.
Operating expenses	Describe all services offered (preferably Lessor shall be responsible for providing all utilities and building services including maintenance, repairs of electrical installations, air conditioners and other mechanical, landscaping, pest control, custodial services and trash removal)
General layout	Describe the square meters and layout available to accommodate a work environment for at least Fifty (50) people, which shall include all requirements as listed under specification.

	The landlord must avail a space planner and interior designer / decorator to work with the SEDFA Team on the office layout planning and execution.

SEDFA'S ROLES AND RESPONSIBILITIES

- Review and sign off project implementation plan.
- Plan the Project together with the Service Provider.
- Provide oversight.
- Manage the project budget.
- Manage the performance of the Service Provider in line with SLA.
- Monitor and evaluate the project implementation.
- Pay the Service Provider according to the agreed payment schedule; and
- Acceptance and sign-off of the project closure report.

CONTRACT DURATION

This contract will be for a period of Five (5) years from the date of the appointment of the Service Provider and issuing of a purchase order.

2.1.1. The following are expected deliverables from the Service Providers:

2.1.1.1. Fully functional Office accommodation aligned to SEDFA scope of work and office space requirements.

2.1.1.2 Space Planning. See sizes above in the specifications section accommodating minimum 500m².

2.1.1.3 Alterations / Partitioning / Refurbishments aligned to SEDFA requirements. A combination of Glass and Gypsum partitioning will be required in all boardrooms and Executive Managers' offices, including frosting.

2.1.1.4 Drawings / Floor plans. The bidder must submit floor plans and photographs of the proposed building and parking facilities and conduct space planning for the various divisions of the SEDFA's staff, to demonstrate that the proposed building can accommodate the staff establishment as indicated in the space norms.

2.1.1.5 The following scope of works is excluded from the fit-out requirements and will be dealt with by SEDFA internally:

2.1.1.5.1 Furniture

2.1.1.5.2 SEDFA specific internal corporate signage

2.1.1.5.3 IT infrastructure and cabling

2.1.1.5.4 Relocation

2.2 BUILDING AND OFFICE SPACE REQUIREMENTS

2.2.1 Type of Premises

2.2.1.2 The premises should be suitable for a typical administrative office environment.

2.2.2 Property / Building

2.2.2.2 The property should comprise of a minimum of 500m^2 Gross Lettable Area (GLA), measured according to the latest SAPOA Method for measuring floor areas in commercial properties.

2.2.2.3 The property must also have the potential to accommodate SEDFA's future growth. The property / building must provide for the following accommodations standards:

2.2.2.3.1 The property / building must be an existing building (complete built structure).

2.2.2.3.2 The property / building should allow for a comfortable entrance / exit to and from the property / building by staff, clients and service providers.

2.2.2.3.3 The property / building must be suitable for people with disabilities.

2.2.2.3.4 Adequate toilet facilities for the public, personnel and the physically challenged.

2.2.2.3.5 Hot and cold water supply to be available.

2.2.2.3.6 Accommodation must be fully air conditioned and ventilated. The air conditioning should preferably be managed through a Building Management System (BMS).

2.2.2.3.7 Lighting in general must be provided in line with Building Regulations and OHS.

2.2.2.3.8 The floors to be occupied must have its own electricity distribution boards.

2.2.2.3.9 24 hours access is required by the Lessee of the building.

2.2.2.3.10 The property / building must make provision for goods and passenger lifts from the parking

2.2.2.3.11 The accommodation must have double tier cable trays in ceiling voids or make allowance for these.

2.2.2.3.12 The property / building must allow for ICT and security installation. The accommodation must also make allowance for core drilling in respect of ICT and Security infrastructure.

2.2.2.3.13 Permission to be granted by the Lessor to install a Satellite Dish (ICT network connectivity) on the exterior or roof of the building.

2.2.2.3.14 The office location should be suitable for the possible erection of a radio mast and or aerial antennas for monitoring purposes taking into account the approval required in terms of environmental, municipal and civil aviation regulations.

2.2.2.3.15 The property / building must have existing fire detection and prevention services or make provision for these.

2.2.2.3.16 The Lessor to ensure consistent water supply with sufficient contingency plans to address water disruptions.

2.2.2.3.17 The property / building must be close to the public transport, and preferably close to a well - known land marks and in a secure area.

2.2.2.3.18 All building related issues such as Zoning rights, Servitudes, the Emalahleni Municipality requirements, Occupational Health Certificates, Electrical Compliance Certificates, environmental, heritage, and other related statutory requirements should be complied with.

2.2.2.3.19 A dedicated fitted wet kitchen/kitchenette.

2.3 REQUIRED GRADING OF THE BUILDING

2.3.1 The requirement of the building should be Grade A, B or C.

3. BID PROPOSAL FORMAT

All bidders must return their proposals categorised and indexed under the following sections:

4. SECTION 1: LEGISLATIVE REQUIREMENTS

The bidder must supply the required documentation as outlined in this Request for Bid document as outlined in item 3.4.5.

5. SECTION 4: PROJECT IMPLEMENTATION PLAN

The bidder must submit a detailed project implementation plan that outlines the steps required.

6. SECTION 5: PRICING PROPOSAL

NB: Bidder are required to complete and sign the pricing proposal as per attached **Annexure G.**
Failure to complete the provided pricing proposal template may result to invalidation of such proposals.

8.1. Please indicate your total bid price here: R... (Compulsory)

8.2. Important: it is mandatory to indicate your total bid price as requested above.

8.3. This price must be the same as the total bid price you submit in your pricing schedule.

8.4. Should the total bid prices differ, the one indicated above shall be considered the correct price.

8.5. Indicate the price escalation in percentages. It shall be kept or discounted to CPI for each year. Any price escalation above CPI will be approved at the discretion of SEDFA

NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

ANNEXURE G

Accommodation norms

ESTIMATED SPACE REQUIREMENTS							
A	**PROJECT PARTICULARS**						
	PROJECT :	Sedfa Nkangala: Alternative / New Office Accommodation					
	FILE NO. :						
	LEASE PERIOD:	5 Year					
B	**WORKSPACE REQUIREMENTS**						
	DESCRIPTIO N OF ROOM	**P U**	**NORM PU**	**AS M²**	**NONE ASM² (20%)**	**TOTAL ASM²**	**REMARKS**
	OFFICE OF THE BRANCH MANAGER						
1	Branch Manager	1	16,00	16,0 0	3,2	19,2	Cellular Office (Front Glass Partitioning & Frosting in line with **Sedfa** Branding guidelines)
3	Operations Administrato r	1	12,00	12,0 0	2,4	14,4	Including Waiting Area.
4	Branch Administrato r	1	9,00	9,00	1,8	10,8	Cellular Office (Glass Partitioning & Frosting - Front)
5	Boardroom	1	12,00	12,0 0	2,4	14,4	Cellular Office (Glass Partitioning & Frosting - Front)
6	Receptionist	1	9,00	9,00	1,8	10,8	Reception / Foyer form part of the space
7	Meeting/Con sulting Room	1	16,00	16,0 0	3,2	19,2	Adjacent to the BM's office
	PRACTITIONERS						
8	BA Level 3	1	9,00	9,00	1,8	10,8	Cellular Office (Front Glass Partitioning & Frosting in line with **Sedfa** Branding guidelines)

9	BA Level 3	1	9,00	9,00	1,8	10,8	Cellular Office (Front Glass Partitioning & Frosting in line with **Sedfa** Branding guidelines)
10	BA Level 2	1	9,00	9,00	1,8	10,8	Cellular Office (Front Glass Partitioning & Frosting in line with **Sedfa** Branding guidelines)
11	BA Level 2	1	9,00	9,00	1,8	10,8	Cellular Office (Front Glass Partitioning & Frosting in line with Sedfa Branding guidelines)
12	Information Officer	1	9,00	9,00	1,8	10,8	Cellular Office (Front Glass Partitioning & Frosting in line with **Sedfa** Branding guidelines)
13	Regional facilitator	1	9,00	9,00	1,8	10,8	Cellular Office (Front Glass Partitioning & Frosting in line with **Sedfa** Branding guidelines)
	ADMINISTRATION						
14	Meeting/Consulting Room	2	9,00	18,00	3,6	21,6	Open Plan
15	Branch Administrator	1	9,00	9,00	1,8	10,8	Open Plan
16	Interns	2	9,00	18,00	3,6	21,6	Open Plan
	Sub Total (Provincial)					207,6	
	SUPPORT SPACE/GENERAL/ PUBLIC SERVICE AREA						
1	Reception/Security and waiting area	1	16	16,00	3,2	19,2	Reception area to also accommodate security equipment

2	General Foyer / Foyer / Waiting Area	1	16	16,00	3,2	19,2	
	SUPPORT AREAS						
1	Bulk Filing Area	1	10	10,00	2	12	Zipplex Area
2	Print Stations	1	5	5,00	1	6	Printing Stations in each Floor
3	Stationery Storage	1	10	10,00	2	14,4	With Shelves
4	Storage space	1	16	16,00	3,2	19,2	
5	Main Boardroom with Serving Area	1	40	40,00	8	48	Boardroom Serving Areas with counters
6	Small Boardrooms (Consulting Rooms)	3	10	30,00	6	36	
7	Training Room (30-Seater)	1	40	40,00	8	48	Sound Proof and Serving Room / Area. The training/learning centre should be partitioned into 2 x training/learning centre to enable expansion of space, making use of fixed folding (retractable) acoustics soundproof partitioning doors.
9	Sick Bay Room	1	0	0,00	0	0	
10	IT Room / Server Room	1	12	12,00	2,4	14,4	
11	Eating / Pause Area	1	10	10,00	2	12	With Pause Area
12	Main Kitchen	1	20	20,00	4	24	With BIC and Hydroboils
13	Cleaners Room with lockers (male and female)	1	8	8,00	2	10	

14	Storage - Cleaning Materials and Equipments	1	8	8,00	2	10	
	Sub- Total (Support / Common Areas)					292,4	
	PARKING SPACE: SUPPORT SPACE						
1	Sedfa Owned Vehicles	3	0	3			Covered / Basement Parking (Lockable)
2	Sedfa Staff Vehicles	13	0	13			Covered / Basement Parking
3	Visitors Parking	5	0	5			Open Parking
	TOTAL NUMBER OF PARKING SPACES						21
	CORE SPACE PER WORKSPACE AREA						
	ORGANISATION SUPPORT						0.2 Min - 0.5 Max
	CIRCULATION , TECHNICAL SUPPORT , FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400						
	LETTABLE AREA					500	Excluding Parking and Ablution Facilities
	LETTABLE AREA (INCLUDING GARAGE)						
	TOTAL NUMBER OF PARKING BAYS						21
	ABLUTION NEEDS						
	Executive bathrooms	Full bathrooms with Shower and Built-in-Cupboards (BIC)					Ablution facilities to include an option for hot and cold water.
	Males	Waste Containers					
		Urinals					
		Washing Basin					
	Females	Waste Containers					
		Washing Basin					

	Paraplegic	Waste Containers					
		Washing Basin					
	TOTAL NUMBER OF PARKING SPACES					21	
	ABLUTION NEEDS						
	Males						
	Females						
	Paraplegic						
C	**ADDITIONAL INFORMATION**						
1	Cellular Offices and Boardrooms including training rooms, must have glass partitioning in front and frosting to be done in line with **Sedfa** branding guidelines.						
2	Carpeting in cellular and open plan offices. Tiles in common areas including reception area and storage places.						
3	Ramps and lifts to be provided for disabled and elderly persons.						
4	Power ducting - To be allowed in all work areas and offices to support data cabling and IT telephony.						
5	The building should have an approved occupancy certificate and a Certificate of Compliance (COC).						
6	The building should be fitted with enough fire fighting equipment and should be fully compliant with Occupational Health and Safety (OHS) Act.						
7	The building should allow for keeping of at least one movable safe.						
8	The entire premises should be air conditioned (Split / Centralised Air conditioners)						
9	Power ducting - To be allowed in all work areas and offices to support data cabling and IT telephony						
10	Server Room with suitable fire resistant storage space and dedicated air conditioning, with raised floor to prevent potential water damage.						
11	The building must have backup water system.						
12	The building must have backup Generator.						
13	The building must have 24-hour Security (Guarding and Armed Response and Cameras)						

ANNEXURE H

SEDFA: BID OFFER - OFFICE ACCOMMODATION

Bid / Tender No:		**Closing Date:**	
Date Advertised:		**Validity Period:**	**120 Days**

1. ACCOMMODATION PARTICULARS

Name of Building	
Address of Building	
Market Value of building	
Municipal Valuation of Building	
Gross Floor Area of Accommodation	**m²**
Gross Lettable Area of Accommodation	**m²**
Date accommodation may be occupied	
Commencement date of the Lease	
Lease Period	
Option Period	

2. RENTALS (OFFICES, STORES AND PARKING)

	Offices	**Stores**	**Basement / Covered Parking**	**Open Parking**
Lettable Area	**m²**	**m²**		

No. of Parking Bays				
Rental per month	R	R	R	R
VAT per month	R	R	R	R
Total per month	R	R	R	R

Tariffs	R/m²	R/m	R /bay	R /bay
VAT	R/m²	R/m	R /bay	R /bay
Total (1)	R/m²	R/m	R /bay	R /bay
Escalation Rate	%	%	%	%

Operating Costs (Provide details on what the costs entail)	R/m²	R/m		
VAT	R/m²	R/m		
Total (2)	R/m²	R/m		
Escalation Rate	%	%		
Total (1 + 2)	R/m²	R/m		R /bay

Alteration Cost / Tenant allowance: for the Lessor:	**R**	

3. PRICING BREAKDOWN: OPERATING LEASE

Items	**Size (GLA)**	**Rate/m (VAT Exclusive)**	**VAT Amount**	**Rate/m (VAT Inclusive)**
Offices (m^2)				
Operating Costs(m^2)				
Rates and Taxes (m^2)				
Other (State)				
Basement / Covered Parking Bays				
Carports				
Open Parking Bays				
Escalatio (%) per annum				
Monthly		**Monthly (Excl. VAT)**	**VAT Amount**	**Monthly (Incl VAT)**
Offices (m^2)				
Operating Costs(m^2)				
Rates and Taxes (m^2)				
Other (State)				
Basement / Covered Parking Bays				
Carports				
Open Parking Bays				

Total Monthly				
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Lease Total Over Five (05) Years				

NB: A separate sheet detailing the breakdown can be submitted

4. RESPONSIBILITIES

3.1 Services	**SEDFA**	**Lessor**	**Estimated Cost per month**
3.1.1 Water Consumption			
3.1.2 Electricity Consumption			
3.1.3 Sanitary Services			
3.1.4 Refuse Removal			
3.1.5 Domestic Cleaning Services			
3.1.6 Consumable Supplies			
3.1.7 Security Services			

3.2 Maintenance	SEDFA	Lessor	Estimated Cost per month
3.2.1 Internal Maintenance			
3.2.2 External Maintenance			
3.2.3 Garden (if Applicable)			
3.2.4 Air Conditioning			
3.2.5 Lifts (If applicable)			
4.2.6 Floor Covering: Normal Wear and Tear			

3.3 Rates and Insurance	SEDFA	Lessor	Estimated Cost per month
3.3.1 Municipal Rates and Increases			
3.3.2 Insurance & Increases			
3.3.3 SARSRIA Insurance & Increase			

3.4 Other Responsibilities	SEDFA	Lessor	
3.4.1 Contract Costs			
3.4.2 Stamp duty			
3.4.3 Fire Fighting Equipments (Servicing and Repairs)			

3.4.4 Alterations / Refurbishments according to sefa needs.			

Note: SEDFA is not prepared to accept responsibility for costs involved within the grey coloured columns.

Does the building comply with the National Building Regulation?	☐ **Yes**	☐ **No**
Electricity Compliance Certificate?	☐ **Yes**	☐ **No**
Accessibility Regulation	☐ **Yes**	☐ **No**
Health and Safety Regulation?	☐ **Yes**	☐ **No**

Bidder's Name	
Signature of Owner / Duly Authorized Representative	**Date**

7. SECTION 6: ADDITIONAL INFORMATION

Any <u>additional</u> information pertinent to the proposal can be attached under this Section.

An electronic copy of the Bidder Proposal Response.

APPENDIX 1

BID PROPOSAL COVER PAGE

APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) COMPRISING MINIMUM 500SQM AND 21 PARKING BAYS FOR THE PERIOD OF FIVE (5) YEARS: NKANGALA BRANCH OFFICE

Bid Number	
MAAA Number	
Company name	
CSD Number	
Contact Person	
Telephone Number	
e-mail address	

SECTION 1: LEGISLATIVE REQUIREMENTS

Attach all required documentation behind this section.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	RFB 21- 2026/2027	CLOSING DATE:	15 September 2026	CLOSING TIME:	12:00pm
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) COMPRISING MINIMUM 500SQM AND 21 PARKING BAYS FOR THE PERIOD OF FIVE (5) YEARS: NKANGALA BRANCH OFFICE				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
Small Enterprise Development and Finance Agency
The Fields, Office Block A
Ground Floor
1066 Burnett Street
Hatfield, Pretoria, 0083

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐Yes ☐No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐Yes ☐No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) 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 ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

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

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 RFQ's/Tenders:

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

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

a) The applicable preference point system for this RFQ/Tender is the 80/20 preference point system.

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 RFQ/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 RFQ/Tender to claim points for **Specific Goals** with the RFQ/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 RFQ/Tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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 PREFERENCE POINT SYSTEMS

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

80/20

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

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 points is allocated for price on the following basis:

80/20

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)}$$

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 RFQ/Tender and points claimed are indicated as per the table below.

(The 80/20 preference point system is applicable, corresponding points will also be indicated as such).

(Note to Tenderers: ***The tenderer must indicate how they claim points for each preference point system. Failure of the tenderer to submit the fully completed SBD 6.1 with the points claimed and supported by proof/documentation will results in points being forfeited)***

Specific Goals Allocated and Points to claimed in terms of this RFQ		
Indicate the following to support this claim. Failure to provide the required information will result in being forfeited.		
Indicate Number of **Full Time Employed Paid Employees**:		________
Total Annual Turnover or Revenue:		R___________
Size of Enterprise	**Number of points allocated (80/20 system)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Micro Enterprise	**8**	
Small Enterprise	5.6	
Medium Enterprise	3.2	
Large Enterprise	0.8	

Sworn Affidavit/ BBBEE Certificate (Ownership aligned to B-BBEE Status Level) L1: 2; L2: 1.75; L3: 1.50; L4: 1.25; L5: 1; L6: 0.75; L7: 0.25; L8: 0	**2**	
Black Women Owned (more/≥30% owned)	**4**	
Target Group: Youth	2	
Spatial: Rural	**4**	
Spatial: Townships	2.4	
Spatial: City	0.8	

L1	L2	L3	L4	L5	L6	L7	L8
2	1.75	1.50	1.25	1	0.75	0.25	0

The National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies as gazette 15 March 2019

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	**Size or class of enterprise**	**Total full-time equivalent of paid employees**	**Total annual turnover**
Agriculture	Medium	51 - 250	≤ 35,0 million
	Small	11- 50	≤ 17,0 million
	Micro	0 – 10	≤ 7,0 million
Mining and Quarrying	Medium	51 - 250	≤ 210,0 million
	Small	11- 50	≤ 50,0 million
	Micro	0 – 10	≤ 15,0 million
Manufacturing	Medium	51 - 250	≤ 170,0 million
	Small	11- 50	≤ 50,0 million
	Micro	0 – 10	≤ 10,0 million
Electricity, Gas and Water	Medium	51 - 250	≤ 180,0 million
	Small	11- 50	≤ 60,0 million
	Micro	0- 10	≤ 10,0 million
Construction	Medium	51 - 250	≤ 170,0 million
	Small	11- 50	≤ 75,0 million
	Micro	0- 10	≤ 10,0 million
Retail, motor trade and repair services.	Medium	51 - 250	≤ 80,0 million
	Small	11- 50	≤ 25,0 million
	Micro	0 – 10	≤ 7,5 million
Wholesale	Medium	51 - 250	≤ 220,0 million
	Small	11- 50	≤ 80,0 million
	Micro	0 – 10	≤ 20,0 million
Catering, Accommodation and other Trade	Medium	51 - 250	≤ 40,0 million
	Small	11- 50	≤ 15,0 million
	Micro	0 – 10	≤ 5,0 million
Transport, Storage and Communications	Medium	51 - 250	≤ 140,0 million
	Small	11- 50	≤ 45,0 million
	Micro	0 – 10	≤ 7,5 million
Finance and Business Services	Medium	51 - 250	≤ 85,0 million
	Small	11- 50	≤ 35,0 million
	Micro	0- 10	≤ 7,5 million
Community, Social and Personal Services	Medium	51 - 250	≤ 70,0 million
	Small	11- 50	≤ 22,0 million
	Micro	0 – 10	≤ 5,0 million

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: ……………………………………………………….

……………………………………………………….

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ………………………………………………………………………………………BID NO.: ……………………………………

CLOSING TIME 12:00 CLOSING DATE…………………………...

OFFER TO BE VALID FOR …………DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R………..…………………………………………………...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
---	R-----------------------------	---------------------------------
---	R-----------------------------	---------------------------------
---	R-----------------------------	---------------------------------
---	R-----------------------------	---------------------------------
---	R-----------------------------	---------------------------------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

---	R-----------------------------	-------------------------- days
---	R-----------------------------	-------------------------- days
---	R-----------------------------	-------------------------- days
---	R-----------------------------	-------------------------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---	……………….	……………..	R………………..
---	……………….	……………..	R………………..
---	……………….	……………..	R………………..
---	……………….	……………..	R………………..

TOTAL: R………………………………………………….

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.: ……………………………………

Name of Bidder: ………

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---	……………….	…………….	R……………….
---	……………….	…………….	R……………….
---	……………….	…………….	R……………….
---	……………….	…………….	R……………….
	TOTAL: R………………………………………………		

6. Period required for commencement with project after acceptance of bid ………………………………………………………………

7. Estimated man-days for completion of project ………………………………………………………………

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ………………………………………………………………

………………………………………………………………

………………………………………………………………

………………………………………………………………

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY

CONSENT FORM

I/We, the undersigned____ (Full names and surname) with Identity Number_____________________________ hereby certify that I/we are the shareholders/official representatives of ____ (Company name) with company Registration Number ___________________________________ hereby declare, agree and undertake the following towards SEDFA.
(Hereinafter):

1. I/We hereby give consent to SEDFA or such other person or entity that SEDFA may designate, the absolute right and permission to conduct checks, assessments and to verify my information in order to evaluate, adjudicate and reporting to authorities as per the National Treasury's requirements.

2. I/We acknowledge that SEDFA is committed to protecting and promoting the privacy of my/our Personal Information including that of entity or any other individuals or organisation and to give effect to the constitutional right to privacy and to fulfil its obligations under the Protection of Personal Information Act No 4 of 2013 (Hereinafter 'POPI').

3. I/We hereby give consent to SEDFA to process my/our Personal Information where the processing is necessary and only for purposes verifications in the evaluation of submitted proposals for RFQs, bids, payments and reports.

4. SEDFA acknowledges and agrees that the Personal Information will not, under any circumstances, be processed for purposes prohibited by POPI and/or the principles contained in POPI and that the processing of Personal Information will be done fairly and in accordance with legal provisions, given that the purpose for which processing of the Personal Information is adequate, relevant and not excessive.

5. SEDFA herewith defend, indemnify and hold you harmless from any action or claim of any nature whatsoever that might be brought by any person whatsoever against you as a result of any personal loss, injury or damage arising directly or indirectly from any act or omission on SEDFA's part relating to or incidental to the failure from SEDFA's part to honour the above provisions, or otherwise, as the case may be.

6. I/We acknowledge and agree that I/We have read this consent form in its entirety and that I/We fully understand the nature, content and implications hereof and agree hereto, and that I/We shall be fully bound hereto from date of signature hereof.

Signed at ____________________________ on this _______day of ______________________________ 20______

______________________________________ ______________________________________

Print Name and Surname: (Company Representative's Signature)

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – PROPERTY SECTOR

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member / ☐ Director / ☐ Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
VAT Number:	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is_____________% Black Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is _____________% Black Woman Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is _____________% Black Designated Group Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % = ______________%
    - Black Disabled % =______________%
    - Black Unemployed % =______________%
    - Black People living in Rural areas % = ______________%
    - Black Military Veterans % =______________%
- Based on the ☐ Financial Statements/ ☐ Management Accounts and other information available on the latest financial year of _______________ (DD-MM-YYYY),

- Please confirm on the table below by ticking the Nature of your business in Property.

Asset Based	Net Assets Less than R80 million	☐
Service Based	Annual Turnover Less than R10 million	☐
Estate Agencies/Broking/ Valuation Companies	Annual Turnover Less than R2.5 Million	☐

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	☐
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	☐
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	☐

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: __________________________

Date:______________________________

____

Commissioner of Oaths
Signature & stam

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – PROPERTY SECTOR

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member / ☐ Director / ☐ Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
VAT Number:	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
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Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is_____________% Black Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is_____________% Black Woman Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is _____________% Black Designated Group Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.

- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % = ______________%
    - Black Disabled % =______________%
    - Black Unemployed % =______________%
    - Black People living in Rural areas % = ______________%
    - Black Military Veterans % =______________%

- Based on the ☐ Financial Statements/ ☐ Management Accounts and other information available on the latest financial year-end of _______________ (DD-MM-YYYY), please confirm on the table below by ticking the Nature of your business in Property.

Asset Based	Net Assets Between R80 - R400 million	☐
Service Based	Annual Turnover Between R10 - R50 million	☐
Estate Agencies/Broking/ Valuation Companies	Annual Turnover Between R2.5 - R35 Million	☐

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	☐
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	☐

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _________________________

Date:______________________________

____

Commissioner of Oaths
Signature & stamp