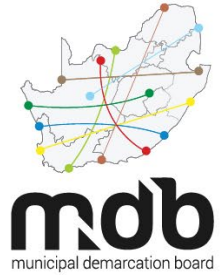




## INVITATION TO SUBMIT BID PROPOSALS

Date issued: 15 April 2024



### 1. Background

The Municipal Demarcation Board invites suitably qualified and experienced services providers to submit bid proposals to offer leased office space to the Municipal Demarcation Board (MDB) in Pretoria and surrounding areas for a period of five (5) years, commencing 01 July 2024 bearing Bid Number **MDB001 – 2024/2025**

### 2. Terms of Reference

The scope, approach and deliverables are contained in the Terms of Reference document. Bidders are requested to study and understand the terms of reference to submit responsive bids.

### 3. Briefing session

There will be no briefing session.

### 4. Bid submission.

Original bids and proposals must be submitted at the offices of MDB, deposited in the tender box. Door deliveries by courier services are accepted, provided the bidder instructs the courier firm to deposit the bids in the tender box. The closing date is **10 May 2024 at 11:00**. Incomplete (non-responsive), late, faxed, or emailed bids will **NOT** be accepted.

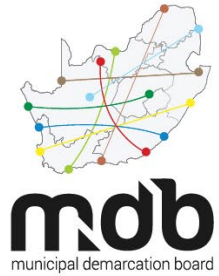
### 5. Reservation

The MDB reserves the right to withdraw this bid at any time before the award. The MDB also reserves the right not to award the contract with the lowest financial proposal. Furthermore, the successful bidder should be registered on the National Treasury Central Supplier Database at the time of award.

*Issued by*

**MR MANYE MOROKA**  
**CHIEF EXECUTIVE OFFICER**  
**MUNICIPAL DEMARCATION BOARD**

**BID REFERENCE NUMBER: MDB001-2024/2025**



**REQUEST FOR PROPOSALS (RFP)**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO OFFER LEASED OFFICE SPACE TO THE MUNICIPAL DEMARCATION BOARD (MDB) IN THE AREAS SURROUNDING PRETORIA, FOR A PERIOD OF FIVE (5) YEARS, COMMENCING 01 JULY 2024**

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**CLOSING DATE AND TIME: 10 MAY 2024 – 11H00**

**VALID PERIOD:** The bid proposal will be valid for 120 days from the closing date of the tender.

**BID REFERENCE NUMBER: MDB001-2024/2025**

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All submission of proposals must be delivered at the MDB Offices on or before the closing date and time.

**Office Details:** Municipal Demarcation Board: Eco Origins Office Park, Block C1, 349 Witch-Hazel Avenue, Highveld, Centurion.

Service Providers can send bid proposals using door to door courier services but **NO** bid proposals to be sent to the MDB postal address, faxed or e-mailed tenders will be accepted.

Submissions must be **STRICTLY** submitted inside the tender box which is situated at Reception Area on the Ground Floor and accessible during official working hours, Monday to Friday from 08:00 to 16:30.

**A TWO-ENVELOPE SYSTEM** will be used for the submission of proposals/quotations, therefore submissions made by Service Providers **MUST** clearly state the description as well as the **Bid Reference Number: MDB001-2024/2025** on the envelope/s submitted.

**Envelope 1:** This envelope must contain **ALL** information about the provision of leasing office space on offer as indicated in the RFP Document.

**Envelope 2:** This envelope must contain the Pricing Schedule/Quotations as indicated in the RFP Document.

**BIDDERS CHECKLIST: A TWO-ENVELOPE SYSTEM****A. MANDATORY REQUIREMENTS****(Mark with an X where applicable)**

<b>NO</b>	<b>SIGNED MANDATORY REQUIREMENTS TO BE SUBMITTED BY BIDDER/S</b>	<b>YES</b>	<b>NO</b>	<b>Envelope</b>
1.	Company Registration Certificate with Companies and Intellectual Property Commission (CIPC)			Envelope 1
2.	Occupation Certificate that the building is in existence; and is a Grade A or higher office Building			Envelope 1
3.	Proof from a Registered Architect			Envelope 1
4.	Completed and Signed Bidders Documents and Checklist			Envelope 1
5.	Occupational Health and Safety (OHS) Certificate			Envelope 1
6.	Fire Regulations Certificates			Envelope 1
7.	Zoning Certificate from the respective Local Municipality			Envelope 1
8.	Code of Practice for the Wiring of Premises			Envelope 1
9.	Bidders are required to submit proof of registration on the Central Supplier Database (CSD); and must have a compliant tax status or alternatively provide pin for validation with SARS			Envelope 1
10.	Valid B-BBEE Verification Certificate			Envelope 1
11.	Turn-Key Solution Ability by Bidder must be in line with paragraph 6 of the TOR			Envelope 1
12.	SBD 1 and 2 Bidders Particulars Forms			Envelope 2
13.	SBD 3.1, 3.2 and 3.3 Pricing Schedules			Envelope 2
14.	SBD 4 Declaration of Interest			Envelope 2
15.	SBD 6.1 Preference Point Claim Form			Envelope 2
16.	SBD 8 and 9 Declaration Forms			Envelope 2
<b>FAILURE TO SUBMIT THE ABOVE MANDATORY REQUIREMENTS MAY LEAD TO THE DISQUALIFICATION OF THE BIDDER</b>				
<b>Added Advantage</b>				
The bidder's proposal should demonstrate effective and efficient utilisation of natural resources and environmentally friendly measures which incorporates operational practices that significantly reduce or eliminate negative impact on the environment and its occupants.				

## **1. THE MUNICIPAL DEMARCATION BOARD (MDB)**

### **1.1 OUR VISION**

Spatially transformed, just and sustainable communities.

### **1.2 OUR MISSION**

To create the spatial conditions for sustainable development and transformation of local communities through the demarcation of municipal and ward boundaries, provision of advisory services and serving as a knowledge hub to our stakeholders to promote socio-economic development, democratic participation, equality and access to services.

### **1.3 OUR VALUES AND PRINCIPLES**

Impartiality	Fair and objective
Transparency	Openness in all our activities
Excellence	Providing quality services
Inclusivity	Accessible and considerate to all
Integrity	Beyond reproach

## SCHEDULE A

### 2. PURPOSE

The purpose of this request for proposal is to obtain office space in Pretoria and surrounding areas including Brooklyn, Arcadia, Centurion, Menlyn, Hatfield and Lynnwood for the Municipal Demarcation Board (MDB), for a period of five (5) years.

- Rental through lease agreement of a built office space;
- With the option to extend the lease agreement for a period of not more than twelve (12) months; and
- Renewal option for a period of five (5) years.

### 3. MINIMUM REQUIREMENTS

The following minimum requirements are being specified for potential bidders to prepare their bids for the required accommodation:

	DESCRIPTION	YES	NO	COMMENTS
	<b>The bidders shall submit proof of ownership in a form of a certified copy of the Title Deed of the property that indicates that the bidder is the owner of the building and has authority to offer the building or site to the MDB.</b>			
<b>4.</b>	<b>APPEARANCE</b>			
	The appearance of the accommodation must be acceptable to the MDB as per the requirements outlined below and must enhance the corporate image and branding of the MDB.			
<b>5.</b>	<b>OCCUPATION DATE</b>			
	The building should be completed and ready for occupation by 01 July 2024. Therefore, successful bidders must submit a building program with key milestones demonstrating how this can be achieved and will be adhered within the given timeframe.  To ensure that the business of the MDB commences effectively on 01 July 2024, the successful bidder must allow beneficial occupation of one (1) month prior to the occupation date of 01 July 2024, to the MDB at no cost.			
<b>6.</b>	<b>TURN-KEY SOLUTION ABILITY BY BIDDER</b>			
	The MDB is looking for a turn-key solution, therefore the bidders must demonstrate the capability and ability to provide a turnkey installation service so as to be one-stop service provider should the MDB require such services from the Service Provider.  Bidders must submit a profile of all the accommodation related services they provide and submit a separate price or rate for such services.  Prepare technical Terms of Reference and produce a list of items (Bill of Quantities – breakdown of the TI costing) to be included as part of the Tenants Installation (TI) requirements regarding issues related to, but not limited to the following options:			

	DESCRIPTION	YES	NO	COMMENTS
	<ul style="list-style-type: none"> <li>▪ Space planning, Interior design and Architecture;</li> <li>▪ Engineering (Mechanical, Electrical, Electronic, Acoustics, Occupational Health and Safety Act Compliance, Fire Fighting Equipment (smoke detection and prevention services), Emergency Exits, Lifts (provision for goods and passengers), Air-conditioning, Installation of Uninterrupted power supply (UPS) and back-up generator power supply, Emergency water supply etc.); and</li> <li>▪ Facilities and Operation Systems and Management (A draft Service Level Agreement (SLA) must be submitted by bidder within a seven (7) working days upon receiving the Letter of Appointment; as including any other Agreement/s that must be in place between the Lessor and Lessee such as a Building Maintenance Contract, this may be utilised as the basis of negotiating the Lease and SLA.</li> </ul>			
<b>7.</b>	<b>LOCATION</b>			
7.1	<p>The MDB requires a suitably compliant Service Provider to submit proposals for the leasing of office premises in Pretoria and surrounding areas including Brooklyn, Arcadia, Centurion, Menlyn, Hatfield and Lynnwood for a period of five (5) years, commencing 01 July 2024. The MDB is considering Grade A or higher office space, approximately ± one thousand, six hundred (1,600) square metres of gross leasable area – (10%) increase to accommodate the MDB structure of seventy-five (75) personnel as per the approved proposed structure with the possibility of a ten (10) % increase in personnel within the next five (5) years, also considering the current hybrid model.</p> <p><b>Note:</b> Service Provider to indicate gross usable and non-usable space.</p>			
7.2	<p>Requirements are based on the concept that exclusive closed offices are required for Executive and Senior Management, while an open office layout with semi-closed and/or sharing offices for personnel, (depending on the area space as projected at 1,600 square metres.</p>			
7.3	<p>The location for office premises must be accessible from all major routes such as N1, R21, N4, Public Transport, Taxi's, Trains, Gautrain, Municipal Bus routes, preferably within walking distance from public transport services.</p> <p>The building must provide a secure environment that promotes safety of personnel and visitors of the MDB, therefore preference will be given to a building that is stand-alone or a stand-alone block within a secure building complex with its own dedicated entrance / exit</p>			

	DESCRIPTION	YES	NO	COMMENTS
	to and from the building by personnel, clients and service providers.			
7.4	A security infrastructure for the offices will be required to ensure that any risk/s attached to the prospective building is brought to the attention of the MDB.			
7.5	<p>Given the nature of the work of the organisation and to ensure effective utilisation of office space, the MDB must be consulted on the interior design of the building to enable the MDB to customise its office space in line with the organisation structure.</p> <p>All site related issues such as zoning rights, servitudes, municipality requirements, eco-friendly building (environment), heritage, and other related statutory requirements must be observed. Proof of clearance should be submitted with the bid proposal.</p>			
7.6	The building must have access for persons with disabilities (e.g. wheelchair ramp), with at least a minimum of two (2) parking bays and toilet facilities.			
7.7	The prospective bidder must allow for visible signage to be erected by the Lessor.			
7.8	<p>The required number of parking bays must be provided within the same building or premises, preferably no sharing of parking bays with other entities. In accordance with the municipal by-laws and in relation to the size of the building, the required minimum secure on site-parking must be available.</p> <p>Excluding the minimum requirements by law, the MDB requires seventy-five (75) secure parking bays available 24 hours, including visitor's open undercover parking and parking bays for persons with disabilities.</p>			
<b>8.</b>	<b>ACCOMMODATION REQUIREMENTS</b>			
	<p><b>The accommodation must provide for the following accommodation standards, but not limited to:</b></p> <p>Heating, Ventilation and Air-Conditioning (HVAC);  Applicable laws and by-laws by the Bidder;  Implementation of Smoking by-laws and Occupational Health and Safety Regulations;  Toilet facilities;  Drinkable municipal water supply;  Emergency water supply;  Electrical supply;  Uninterrupted power supply, including solar panels, inverters, batteries – installation and maintenance thereof;  Network and Communication Trunking;  Fire risk management / Smoke detectors / Sprinklers;  Vertical movements;  Carrying capacity of floors;  Acoustics and noise standards;</p>			

	DESCRIPTION	YES	NO	COMMENTS
	<p>Access control (Door Entrance)  Accessibility to the building for staff members, visitors and people living with disabilities;  Accessibility for deliveries;  Kitchen facilities;  Infrastructure set-up for television and satellite;  Facilities for Cleaning and Security Personnel;  Parking facilities;  Refuse bins (municipal) and collection;  Recycling bins (municipal) and collection;  Security;  Garden services and maintenance; and</p> <p>Maintenance and Repairs: It is required that in the case of a lease the landlord be responsible for all building maintenance, not limited to the following, service and repairs in respect of accommodation, electrical, plumbing, air-conditioning, lifts, fire equipment, general maintenance including repairs to doors, door-handles, light fixtures, light bulbs; ceiling boards, light switches, plug-points, repairs hydroboil which forms part of the building.</p> <p>The bidder must in addition to the Service Level Agreement (SLA) as indicated in paragraph 6, also include a Maintenance and Repairs SLA for the duration of the agreement as indicated above.</p> <p>As part of the turn-key solution, the bidder must provide access to entrances and demarcated enclosed work areas for installation of security systems, access control systems and controllers, magnetic locks, possible CCTV cameras etc. and maintenance thereof.</p> <p>The MDB may decide to either appoint the successful bidder or its own supplier/s to provide security cameras, access control, IT hardware requirements and telephone systems. The MDB will be responsible for the maintenance of any internal installation thereof.</p>			
8.1	<b>Heating, Ventilation and Air-Conditioning (HVAC)</b>			
8.1.1	<p>The ventilation of the building must be in accordance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993).</p> <p>The building should be fully air-conditioned and the air conditioning system should be sufficiently adequate to provide a summer / winter working environment compliant to industry standards. There should be a maintenance contract in place. Separate controls for each of office area.</p>			



	DESCRIPTION	YES	NO	COMMENTS
	The air-conditioning installation / units should have a remaining life expectancy of at least five (5) years. A Mechanical Engineer's certificate/report will be required.			
8.2	<b>Applicable laws and by-laws by the Bidder</b>			
8.2.1	<ul style="list-style-type: none"> <li>▪ The building must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended.</li> <li>▪ The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises "Code of practice.</li> <li>▪ Interior Lighting SABS 0114:1996 - Part I.</li> <li>▪ The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1977) as amended (SANS 0040).</li> <li>▪ The Municipal by-laws and any special requirements of the local supply authority.</li> <li>▪ The local fire regulations by the Municipality.</li> <li>▪ The building must comply with strategies that underpin the government green building strategies.</li> </ul> <p>Certificates of compliance with the aforementioned regulations must be provided in the bid proposal.</p>			
8.3	<b>Implementation of Smoking by-laws and Occupational Health and Safety Regulations</b>			
8.3.1	<p>The building must be compliant with the Products Control Act 83 of 1993, as amended (with regards to the smoking by-laws). Provisions must be made for clearly marked / designated areas for smokers outside the building.</p> <p>The building must also make provisions for emergency exits and designated safety area(s) – Assembly Point, in the event of an emergency in compliance with the Occupational Health and Safety Act.</p>			
8.4	<b>Toilet facilities</b>			
8.4.1	<p>The building must have fully functional toilet facilities available to the MDB, either new or refurbished. The following norms shall be applied:</p> <p><b>Male staff</b></p> <p>One toilet for every eight (8) persons;</p> <p>One (1) urinal for every fifteen (15) persons;</p> <p>For every two (2) toilets, at least one (1) hand-wash basin with hot and cold water, including a waterproof vanity slab around the basin, including wall mirrors; Standard equipment including toilet holder dispensers for each toilet, auto-hand-towel dispenser for each</p>			

	DESCRIPTION	YES	NO	COMMENTS
	bathroom, hand sanitiser (soap dispenser) holder for each bathroom and bin for each bathroom.			
8.4.2	<p><b>Female staff</b></p> <p>One toilet for every eight (8) persons;</p> <p>For every two (2) toilets, at least one (1) hand-wash basin with hot and cold water, including a waterproof vanity slab around the basin, including wall mirrors;</p> <p>Standard equipment including toilet holder dispensers for each toilet, auto-hand-towel dispenser for each bathroom, hand sanitiser (soap dispenser) and or dryer for each bathroom and bin for each bathroom.</p>			
8.4.3	<p><b>Toilet facilities (Persons with Disabilities)</b></p> <p>The MDB is committed to providing suitable amenities for people with bodily constraints.</p> <p>Toilet facilities for people with disability (staff and visitors) must be provided for in according to the National Building Regulations.</p>			
8.5	<b>Water supply</b>			
8.5.1	The municipal water supply should be metered separately. Water efficient mechanisms should be considered and installed, with emergency back-up services.			
8.6	<b>Electrical supply</b>			
8.6.1	<p>The electrical supply to the office accommodation must provide for supply of power, in terms of the respective laws and by-laws of the Municipality.</p> <p><b>Note:</b> The bidder must provide a certificate of compliance.</p> <p>The power supply should be metered separately. The installation must comply with all relevant regulations and by-laws of the responsible Municipality. It must be taken into account that all operational staff at the MDB are equipped with either a desk-top computer or lap-top. There are also IT servers and other electronic equipment being operated by the MDB such as biometric systems. The quality and capacity KVA of incoming power supply should thus be able to meet the MDB's requirements.</p> <p><b>Note:</b> The MDB will not contribute to any upgrading / provisioning of additional power supply to the building. An Electrical certificate of compliance must be provided to the MDB as <i>prima facie</i> proof that all electrical installations in the building are safe and comply with the rules and regulations set out in the South African National Standards.</p>			
8.7	<b>Power Points</b>			

	DESCRIPTION	YES	NO	COMMENTS
8.7.1	<p>Power points to be provided in office areas and general communal areas as indicated below, the prospective bidder to advise accordingly:</p> <p>Each person will be equipped with one (1) single normal power point and one (1) red dedicated power point.</p> <p>Normal power points to be provided for multifunction machines (printers) also in areas where plotters, laminated machines are used as well as in kitchens, boardrooms, lounges, staff pause area, security room etc. (operational areas).</p> <p>Single-phase 15 Amp socket outlets in passages and operational areas shall be provided for cleaning and maintenance.</p>			
8.8	<b>Uninterrupted Power Supply (UPS) Requirements</b>			
8.8.1	<p>The landlord must make provisions for the installation of a high-quality UPS unit to cater for server requirements as well as work areas for a period of up to six (6) hours in the event of a power failure or incident in which there is no power to the building.</p> <p>The landlord must provide a dedicated DB board for the server room with its own UPS maintained by the landlord in conjunction with the MDB.</p> <p>A minimum of twenty (20) red plugs to be provided in the server room. The UPS should sustain for a period of six (6) hours in the event of a power failure or incident in which there is no power to the building.</p> <p>The Landlord must comply with all ICT requirements according to best IT practices for the server room, relating to trunking and cabling.</p>			
8.9	<b>Emergency Power Supply – Solar Panels, Inverters</b>			
8.9.1	<p>The Landlord must provide, if not already installed an office space that has solar panel, inverters, batteries, etc. installed in terms of building regulations. The Landlord will also be responsible for the maintenance thereof.</p>			
8.10	<b>Lightning protection</b>			
8.10.1	<p>The building shall have sufficient lightning protection. Configuration as required by the National Building Regulations.</p>			
8.11	<b>Lighting</b>			
8.11.1	<p>The illumination of the building must comply with the minimum requirements of the National Building Regulations and cater for energy-saving functionality, (preferably the building must be compliant to the green environment).</p>			

	DESCRIPTION	YES	NO	COMMENTS
	<p>Electricity efficient mechanisms should be considered and/or installed for both day and night. The lighting design shall take into consideration the type of work that will be performed in open space areas as well as in computer-based work and printing areas.</p> <p>All work areas need to be provided with a light switch in a suitable position close to the access/exit door.</p>			
8.12	<b>Control</b>			
8.12.1	Each functional area shall have independent control of lights and emergency lights shall comply with the National Building Regulations.			
8.13	<b>Network and Communication Trunking</b>			
8.13.1	<p>The overall installation for network and communication trunking should be in place by the landlord, however the building should allow for additional installation of adequate network and communication trunking needs to be available between the respective floors for the installation of network and communication trunking.</p> <p>Depending on the design layout of the offices in the open space areas, cabling must be professionally installed in accordance with the latest technological standards, to cater for the environment as well as avoid any associated risks.</p> <p>The Landlord in conjunction with the MDB must take into account all ICT requirements according to best IT practices in the server room and working areas that is legislative by law.</p> <p>All certificates of compliance must be submitted prior to occupation of the building.</p>			
8.14	<b>Fire Protection and Risk Management / Smoke Detectors / Sprinklers / Fire Extinguishers Services</b>			
8.14.1	<p>Fire control and safety and risk management shall be in full compliance with the National Building Regulation and approved SABS.</p> <p>The MDB will require a complete Automatic Sprinkler Inspection Bureau (ASIB) report as well as Sprinkler Identification Schedule to be submitted along with all other information regarding Fire Compliance.</p> <p>Smoke detection devices installed, the prospective bidder must indicate which area it covers.</p> <p>The landlord must provide a complete Fire Extinguishers Services including fire extinguishers, hose, hydrants fire detectors, fire sprinklers etc. and maintenance thereof.</p>			

	DESCRIPTION	YES	NO	COMMENTS
8.15	<b>Vertical Movements</b>			
8.15.1	<b>Stairs</b>			
	Stairs should allow free and easy flow of personnel also serving as emergency exits. Emergency exits must be compliant in terms of building regulations.			
8.15.2	<b>Lifts</b>			
	<p>Taking into account rules as set out in the SA Standard Code of Practice for the Application of the National Building Regulations and Municipal by-laws.</p> <p>The MDB requires that if the building offered consists of floors not accessible from ground level by disabled persons, it shall be provided with at least one (1) lift to be utilised as a passenger lift to transport at least eight (8) persons as well as to serve as a goods lift with a minimum payload of 1 000kg at any given time.</p> <p>The minimum clear entrance to the car shall of such dimension that it will be accessible for a wheelchair. If the building has a basement or other parking area, the lift shall also serve that area.</p> <p>The number of lifts required to service functional areas must be sufficient, serving as a passenger as well as a goods lift.</p> <p>Lifts shall have a voice announcing lift movements.</p> <p>It is essential that all lifts are maintained in accordance with the applicable legislation and a certificate of confirmation will be required.</p> <p>The prospective bidder must at handover, provide the MDB a certificate of the lifts being in a good working condition.</p>			
8.16	<b>Carrying Capacity of Floors</b>			
8.16.1	Floors to allow a carrying capacity for a normal office environment. Allowance should be made for medium bulk steel filing cabinets on tracks, if need be.			
8.17	<b>Acoustic and Noise</b>			
8.17.1	All outside noises shall be reduced to an acceptable level that allows personnel to perform their functions without undue disturbance.			
8.18	<b>Parking facilities</b>			
8.18.1	As indicated under point 7 "Location".			
8.19	<b>Refuse bins and collections</b>			
8.19.1	The building must provide municipal bins for the deposit of garbage as well as collection thereof, a designated area for the storage of bins.			
8.20	<b>Recycling bins and collections</b>			
8.20.1	To assist in promoting a greener environment, it is required that the building must provide municipal			

	DESCRIPTION	YES	NO	COMMENTS
	recyclable bins for the purpose of separating waste, plastic, glass etc.			
8.21	<b>Security</b>			
8.21.1	<p>The proposed building should preferably have a fully functional security and access control system. The system should allow for the safe entering and exiting of the MDB personnel and visitors, a safe working environment and the protection of vehicles and assets.</p> <p>The MDB does not object to sharing the same building with other tenants, however the MDB does not prefer to share the same floor with other tenants for security reasons.</p> <p>The perimeter of the premises must be adequately secured to ensure no unauthorised access from outside. The external perimeter must be well illuminated at night as the illumination must be secured against the building illuminating the perimeter fence.</p>			
8.22	<b>Accessibility to the Building by Persons with Disabilities</b>			
8.22.1	The building shall accommodate person living with disabilities and comply with the relevant acts, regulations and municipal by-laws.			
8.23	<b>Kitchen facilities with lunch area</b>			
8.23.1	<p>Provisions is to be made for a built-in kitchenette area with counter-tops and cupboards on each floor in the building with a lunch area to accommodate for a minimum of two (2) four (4) seater table, with a double sink, mixer taps.</p> <p>Preferably geyser installation (hot /cold water).</p> <p>The kitchen must have power points to accommodate for one (1) hydroboil, one (1) upright fridge/freezer one (1) microwave oven and two (2) kettles/urns.</p>			
8.24	<b>Staff Pause Area</b>			
8.24.1	<p>Provisions is to made for a suitably secure designated pause area to cater for board and committee meetings in close proximity to the main board-room within the building with sufficient space area for seating.</p> <p>To accommodate one (1) kitchenette area with built-in counter-tops and cupboards, one (1) vending machine (not a must), one (1) double-door fridge, one (1) microwave oven and two (2) kettles/urns, tables and chairs minimum of seventy-five (75) persons, one (1) TV and fixed gas braai (not a must).</p>			
8.25	<b>Facilities for Cleaning and Security Personnel</b>			
8.25.1	Provisions must be made for a cleaner's room for cleaning equipment and materials. The cleaner's			

	DESCRIPTION	YES	NO	COMMENTS
	<p>room need to be provided with a drip sink and 4m long shelf and sufficient cross ventilation, preferably by means of an outside window.</p> <p>The facility shall comply with the requirements of the Hazardous Chemicals Act regarding storage of chemicals.</p> <p>Separate ablution facilities, in or not within the office environment, must be provided for security and cleaning personnel to utilise as change and rest rooms.</p>			
8.26	<b>Infrastructure set-up for television and satellite</b>			
8.26.1	The landlord must provide functioning infrastructure for television and satellite.			

## SCHEDULE B

### 9. ACCOMMODATION REQUIREMENTS FOR THE MDB

The requirements for office space for the MDB are indicated as per the below tables:

#### 9.1 OFFICE SPACE LAYOUT AND DESIGN

To ensure that office space is utilised efficiently, the MDB has considered for its Executive and Senior Management personnel enclosed private offices; which is situated adjacent to office interior perimeter walls, allowing an open and flexible floor space located between the natural light source and partitioned rooms.

In the case of non-managerial personnel enclosed workstations or semi-opened workstations and/or sharing offices have been considered, depending on the available floor space in the open plan setting.

All work areas need to be fitted with access doors with high quality rotor hinges for high volumes usage to a fire rating approved by the Local Fire Department or Local Municipality and capability being fitted with access control.

Filing and storage space will also be required to store documents (archive) / assets / stationery etc. which will be designed in accordance with the relevant Divisions/Units.

#### TABLE A: THE BELOW TABLE PROVIDES THE OFFICE SPACE LAYOUT AND DESIGN

The MDB is considering both single storey (single level) and/or and double storey (multiple levels), which must accommodate the specifications/requirements as indicated in the proposal.

TYPE DEFINITION	DESCRIPTION
<b><u>PROPOSAL MUST BE SUBMITTED ON EACH OPTION</u></b>	
Type A: Top Executives	Enclosed
Type B: Executive Management (Divisional Managers)	Enclosed
Type C: Senior Management	Enclosed
Type D: Sharing Offices	Enclosed
Type E: Small Offices	Enclosed
Type F: Workstations	Option: Opened-plan / Semi Opened plan
Type G: Other Space Area	Enclosed



OFFICE LAYOUT	LAYOUT DESCRIPTION	PERSONNEL/REMARK
Top Executives Offices (Suites) Enclosed <b>Type A</b>	Open-area (PA / Administrative Assistants) leading to Executive office suite accommodating Chairperson, CEO (round table with 4 chairs), visitors' reception area, board room (small board meetings), filing room/s office, sharing common printing area	<ol style="list-style-type: none"> <li>1. Chairperson + PA =2</li> <li>2. Chief Executive Officer + PA =2</li> <li>3. Board Secretary x1</li> <li>4. Manager: Office of the Chairperson x1</li> </ol>
Either: Sharing Offices <b>Type D</b> Small Offices <b>Type E</b> Workstations <b>Type F</b>	Sharing Offices, Small Offices, Workstations with filing room/s office, sharing common printing area	<ol style="list-style-type: none"> <li>5. Manager Internal Audit x1; Officer Internal Auditor x1 =2</li> <li>6. Assistant Board Secretary and Committee Secretaries x2</li> </ol>
Executive Management Offices (Divisional Managers) Enclosed <b>Type B</b>	Open-area (Administrative Assistants) leading to office suites accommodating Executives, meeting area (round table with 4 chairs) and filing room and sharing common printing area – in line with reporting structure	<ol style="list-style-type: none"> <li>1. Chief Financial Officer</li> <li>2. Executive Manager: Corporate Services</li> <li>3. Chief Operating Officer: Operations and Research</li> </ol>
Senior Management Enclosed <b>Type C</b>	Closed offices, accommodating Senior Management and filing room sharing common printing area – in line with reporting structure	<ol style="list-style-type: none"> <li>1. Senior Manager: Core Operations</li> <li>2. Senior Manager: Core Technology</li> <li>3. Senior Manager: Advisory and Research</li> <li>4. Senior Manager: Stakeholder Management and Communication</li> <li>5. Senior Manager: Administration and HR</li> <li>6. Senior Manager: Corporate Services</li> </ol>
MDB Personnel Either: Sharing Offices <b>Type D</b> Small Offices <b>Type E</b> Workstations <b>Type F</b>	Small Offices x1, Sharing x2 Enclosed Offices, Open (Systems) Workstations, 2/4 seater workstations, demarcated by privacy glass or fabric screens, filing cabinet.	<ol style="list-style-type: none"> <li>1. All personnel below level 13</li> </ol>
Reception Area with semi-formal lounge for visitors Opened-plan <b>Type F Cubicles for meetings.</b>	1x Reception Desk (Bar-counter-top), 2x slim high-back chairs, 6x seater lounge set with 2x side tables, mounted TV, etc.	<ol style="list-style-type: none"> <li>1. 1x Receptionist</li> </ol>

OFFICE LAYOUT	LAYOUT DESCRIPTION	PERSONNEL/REMARK
<b>Shared small offices (Two or Three Officials)</b>		
ICT Facility (Server Room) Small Offices <b>Type E</b>	<p>Compliant in terms of the SITA minimum requirements for server rooms for Government / Parastatals institutions in which the facility has a raised floor aligned with international best practices to prevent potential water damage in the event of any water leakage in the building.</p> <p>The server room should be waterproof as well as fireproof.</p> <p>The server room must be equipped with a suitable and sizeable independent air-conditioning unit to cater for the computer equipment.</p> <p>The landlord must provide a fire detection and suppression system for the server room according to best IT practices.</p> <p>The air-conditioning unit shall be linked to a fire detection and suppression system that automatically shut down in an event of a fire.</p> <p>Provisions must be made to install an access control system as well as CCTV cameras to the server room.</p>	1. No personnel
Meeting/Training Room (Internal/External Engagements) Other Space Area <b>Type G</b>	1x 50 seater Board room (Forest boardroom table with slim high-back chairs, fully equipped audio-visual / conference meeting equipment, including fixed screen and projector, flip chart stand, etc.)	1. 1x 50 seater Board room adjoined by smaller board rooms that can be partitioned.
Staff Pause Area (In-close proximity to Meeting/Training Room) Leading to patio Other Space Area <b>Type G</b>	Space to accommodate bar-countertop, tables and chairs to accommodate 50 personnel, fridge, water-cooler, microwave, mounted TV, etc.	1. 1x 50 seater Board room

OFFICE LAYOUT	LAYOUT DESCRIPTION	PERSONNEL/REMARK
Meeting Rooms (Executives, Finance Corporate Services and Operations and Research) Small Offices <b>Type E</b>	4x 10 seater Meeting room (Forest boardroom table with slim high-back chairs, including fixed screen and projector, flip chart stand)	
Auditing Rooms Small Offices <b>Type E</b>	1x 6 seater Auditing room, (Rectangular table with slim high-back chairs)	
Kitchen including lunch area x4 (Beverage Counters, Kitchenette) Small Offices <b>Type E</b>	Counter top with drawers, double sink, fridge, water cooler, microwave, 2x 4 seater (table and chairs – steel), hydroboil, etc.	
Filing Rooms x9 including storage space for maps (Stakeholder Management and Communication, *HRA, Legal, *Finance, Operations and Research, Executive x3), per Unit - Other Space Area <b>Type G</b>  Storage Rooms x3 (Administration, Finance and Stakeholder Management and Communication) Other Space Area <b>Type G</b>  HRA stationery / grocery Office (Storage room) Other Space Area <b>Type G</b>  (Walled enclosure) Strong room – Provisions for a built-in safe wall safe Other Space Area <b>Type G</b>	Compliant with filing regulations and storage procedures (Document Management and Assets)  *Secured enclosed office x1, provisions to be made for filing space/movable steel cabinets on rail x2, including table space.  Secured enclosed office x1 to include steel shelves and cabinets.	1. Finance (Finance and Supply Chain Management x1)  2. Corporate Services (Administration, HR, Legal, Stakeholder Management and Communication)  3. Operations and Research (Core Operations, Core Technology and Research)  <b>(PS: Non-personnel occupation)</b>
Equipment Work Centre x4  Executive Wing  Finance (Finance and Supply Chain Management x1)	To accommodate printers, mapping, binding etc. equipment, 1x working area (table)	

OFFICE LAYOUT	LAYOUT DESCRIPTION	PERSONNEL/REMARK
Corporate Services (HRA, Legal, ICT, Corporate Planning Operations and Research (Core Operations, Core Technology, Research and Stakeholder Management and Communication) Opened-plan <b>Type F</b>		
Library (Information Centre) (Enclosed) Other Space Area <b>Type G</b>	2/4 seater workstations (reading centre), 1 x bar counter table top with 6 chairs (helpdesk centre), shelves and or filing cabinets	
Secure parking area (basement) and/or secure undercover open parking, Disabled ramp	As indicated under Location.	
Toilet Facilities	<b>As indicated above:</b> Males Females	
	Persons with Disabilities	
Facility for Cleaners and Security Personnel (Enclosed) Small Offices <b>Type E</b>	Change and rest room	Maximum of 3 personnel
Security Control Centre (Enclosed) Small Offices <b>Type E</b>		Maximum of 3 personnel
Cleaning Services Centre (Storage Facility for detergents and equipment); and rest-room facility (Enclosed) Small Offices <b>Type E</b>		Maximum of 3 personnel
Sick Bay Room Wide (door space) to accommodate a single-bed on wheels; wash basin with mixer; counter-top with cupboard space. (Enclosed) Small Offices <b>Type E</b>		Maximum of 3 personnel
Wellness Centre To accommodate at least a minimum of ten (10) persons. Provisions must be made for		Maximum of 10 personnel

OFFICE LAYOUT	LAYOUT DESCRIPTION	PERSONNEL/REMARK
bathroom facilities including shower cubicles for both male and female. Other Space Area <b>Type G</b>		

**9.2 TABLE B: THE BELOW TABLE PROVIDES THE OFFICE DESCRIPTION AND SIZE OF AREA**

TYPE DEFINITION	DESCRIPTION
<b><u>PROPOSAL MUST BE SUBMITTED ON EACH OPTION</u></b>	
Type A: Top Executives	Enclosed
Type B: Executive Management (Divisional Managers)	Enclosed
Type C: Senior Management	Enclosed
Type D: Sharing Offices	Enclosed
Type E: Small Offices or cubicles	Enclosed
Type F: Workstations	Option: Opened-plan / Semi Opened-plan
Type G: Other Space Area	Enclosed

OFFICE DESCRIPTION	NUMBER OF EMPLOYEES AS PER CURRENT STRUCTURE	AS PER EXISTING FLOOR SPACE SIZE/M <sup>2</sup>	PROPOSED SPACE DESIGN PER SIZE/M <sup>2</sup>	COMMENTS: REQUIREMENTS BY BSC REP	
<b>Common Areas</b> (Shared by the Chairperson / CEO / Board Secretary)					
Visitor's Reception Area			Type F: Workstations	Opened-plan	
Board Room		-	Type E: Small Offices	Enclosed	
Equipment Work Centre (Printers etc.)			Type F: Workstations	Opened-plan	
Kitchen with a lunch area to accommodate for a minimum of two (2) four (4) seater table			Type E: Small Offices	Enclosed	
<b>Area Space Total</b>		<b>27</b>			
<b>Chairperson's Office</b>					
Chairperson	1		Type A: Top Executives	Enclosed	Should be the same as Chairperson's office in size.
Office Manager	1		Type C: Senior Management	Enclosed	Currently occupied New position

OFFICE DESCRIPTION	NUMBER OF EMPLOYEES AS PER CURRENT STRUCTURE	AS PER EXISTING FLOOR SPACE SIZE/M <sup>2</sup>	PROPOSED SPACE DESIGN PER SIZE/M <sup>2</sup>		COMMENTS: REQUIREMENTS BY BSC REP
PA	1		Type F: Workstations	Option: Opened plan / Semi Opened plan (PA) leading to Executive office suite	
Filing Room (2x Filing Cabinets)			Type G: Other Space Area	Enclosed	
<b>Current Specs</b>		<b>80</b>			
<b>Chairperson's Office</b>	<b>2</b>	<b>Excluding new position</b>			
<b>Chief Executive Officer's Office</b>					
Chief Executive Officer	1		Type A: Top Executives	Enclosed	
Administrative Assistant	1		Type F: Workstations	Option Opened plan / Semi Opened plan leading to Executive office suite	
Manager: Internal Audit/ Officer: Internal Audit	2		Type D	Sharing Offices	New positions
Filing Room (2x Filing Cabinets)			Type G: Other Space Area	Enclosed	
<b>Current Specs</b>		<b>61</b>			
<b>Chief Executive Officer's Office</b>	<b>2</b>	<b>Excluding new position</b>			
<b>Board Secretary</b>					
Board Secretary	1		Type C: Senior Management	Enclosed	
Assistant Board Secretary	1		Type E: Small Offices	Small Offices	New position
Board Committee Officers	2		Type F: Workstations	Option: Opened-plan / Semi Opened plan	
<b>Current Specs</b>		<b>57</b>			
<b>Board Secretary</b>	<b>3</b>	<b>Excluding new position</b>			
<b>Finance Division</b>					
Chief Financial Officer	1	26	Type B: Executive	Enclosed	

OFFICE DESCRIPTION	NUMBER OF EMPLOYEES AS PER CURRENT STRUCTURE	AS PER EXISTING FLOOR SPACE SIZE/M <sup>2</sup>	PROPOSED SPACE DESIGN PER SIZE/M <sup>2</sup>		COMMENTS: REQUIREMENTS BY BSC REP
			Management (Divisional Managers)		
Administrative Assistant	1		Type F: Workstations	Option: Opened-plan / Semi Opened plan	Sharing with CS
Manager & Finance Officer: Finance Management	2		Type D / or Type F: Workstations	Sharing Offices or / Option: Opened-plan / Semi Opened plan	New position
Finance Officer: Finance Management	1				
Senior Finance Officer & Finance Officer: Financial Accounting and Reporting	2				
Senior SCM Specialist & SCM Officers: SCM	3				
Board room			Type E: Small Offices	Enclosed	Occupied by SCM
Auditors room (External)			Type E: Small Offices	Enclosed	
Filing room (3x Bulk Filing Cabinets) - Finance			Type G: Other Space Area	Enclosed	
Filing room (3x Bulk Filing Cabinets) - SCM			Type G: Other Space Area	Enclosed	
Storage room (Assets)			Type G: Other Space Area	Enclosed	
Strong room: Provisions for a built-in safe wall safe - (Walled enclosure)			Type G: Other Space Area	Enclosed	
Equipment Work Centre (Printers etc.)			Type F: Workstations	Opened-plan	
Kitchen with a lunch area to accommodate for a minimum of two (2) four (4) seater table			Type E: Small Offices	Enclosed	Currently sharing with CS
<b>Current Specs</b>		<b>144</b>			
<b>Finance</b>	<b>9</b>	<b>Excluding new position</b>			
<b>Operations &amp; Technology &amp; Research &amp; Stakeholder Division</b>					
COO	1		Type B: Executive Management	Enclosed	

OFFICE DESCRIPTION	NUMBER OF EMPLOYEES AS PER CURRENT STRUCTURE	AS PER EXISTING FLOOR SPACE SIZE/M <sup>2</sup>	PROPOSED SPACE DESIGN PER SIZE/M <sup>2</sup>		COMMENTS: REQUIREMENTS BY BSC REP
			(Divisional Managers)		
Administrative Assistant	1		Type F: Workstations	Option: Opened-plan / Semi Opened plan	
Senior Managers: Operations/Technology/ Research	3		Type C: Senior Management	Enclosed	
Senior Managers: Stakeholder	1				
Core Technology: Manager GIS	2				
Core Operation: Regional Coordinators: Manager GIS – Region C	1				New position
Core Operation: Determination and Delimitation Specialists	3				
Core Operation: Determination and Delimitation Specialists	5				New positions
Core Technology: GIS Specialist / Database Administrator / GIS Assistant	4		Type F: Workstations	Option: Opened-plan / Semi Opened plan	
Core Technology: Manager GIS and Data Analysis	1				New position
Application Developer & Data Analysis & GIS Specialist	3				New positions
Research: Senior Researchers	2				
Research: Manager Research & Advisory	1				New position
Research: Senior Research & Researcher	2				New positions
Stakeholder Management & Comm: Stakeholder & Communication Specialist	1				
Stakeholder Management & Comm: Manager Stakeholder Management & Comm & Graphic	3				New positions



OFFICE DESCRIPTION	NUMBER OF EMPLOYEES AS PER CURRENT STRUCTURE	AS PER EXISTING FLOOR SPACE SIZE/M <sup>2</sup>	PROPOSED SPACE DESIGN PER SIZE/M <sup>2</sup>		COMMENTS: REQUIREMENTS BY BSC REP
Designer & Communication Officer					
Library (Information Centre)			Type G: Other Space Area	Enclosed	Currently located on Ground floor
Board room			Type E: Small Offices	Enclosed	Currently sharing with HRA
Equipment Work Centre (Printers etc.)			Type F: Workstations	Opened-plan	
Filing room (3x Bulk Filing Cabinets)			Type G: Other Space Area	Enclosed	
Storage room (Ops and Research)			Type G: Other Space Area	Enclosed	
Kitchen with a lunch area to accommodate for a minimum of two (2) four (4) seater table			Type E: Small Offices	Enclosed	Currently sharing with HRA
<b>Current Specs</b>		<b>227</b>			
<b>Ops &amp; Tech &amp; Research &amp; Stakeholder</b>	<b>17</b>	<b>Excluding new positions</b>			
<b>Corporate Services</b>					
Executive Manager: Corporate Services	1		Type B: Executive Management (Divisional Managers)	Enclosed	
Administrative Assistant			Type F:	Option: Opened-plan /	Currently sharing with CFO
	1		Workstations	Semi Opened plan	New position
Senior Manager: HRA	1		Type C: Senior Management	Enclosed	
Senior Manager: Corporate Services	1		Type C: Senior Management	Enclosed	New position
HR: Senior HR Officer & HR Officer	2		Type F: Workstations	Option: Opened-plan / Semi Opened plan	
HR: HR Specialist	1				New position
Administration: Senior Admin Officer & Admin	3				

OFFICE DESCRIPTION	NUMBER OF EMPLOYEES AS PER CURRENT STRUCTURE	AS PER EXISTING FLOOR SPACE SIZE/M <sup>2</sup>	PROPOSED SPACE DESIGN PER SIZE/M <sup>2</sup>		COMMENTS: REQUIREMENTS BY BSC REP
Officer & Document Controller					
Administration: Senior Auxiliary Service Officer	1				
Legal	2		Type F: Workstations		Type F workstations accommodating officials will change to type D.
Manager and Business Support ICT	2		Type F: Workstations		
Senior Infrastructure ICT	1		Type F: Workstations		New position
Corporate Planning Specialist	1		Type F: Workstations		
Corporate Planning Officer	1		Type F: Workstations		New position
Server room			Type G: Other Space Area	Enclosed	Currently on Ground floor
Receptionist & Reception Area	1		Type F: Workstations	Option: Opened-plan / Semi Opened plan	No changes.
Board room			Type E: Small Offices	Enclosed	Currently sharing with Ops & Research
Store room ICT			Type G: Other Space Area	Enclosed	Currently on First floor
Filing room (HR)			Type G: Other Space Area	Enclosed	
Equipment Work Centre (Printers, Binders, etc.)			Type F: Workstations	Opened-plan	
Stationery / Grocery (Administration)			Type G: Other Space Area	Enclosed	
Kitchen with a lunch area to accommodate for a minimum of two (2) four (4) seater table			Type E: Small Offices	Enclosed	Currently sharing with Ops & Research
<b>Current Specs</b>		<b>188</b>			
<b>Corporate Services</b>	<b>14</b>	<b>Excluding new positions</b>			
<b>General Area</b>					

OFFICE DESCRIPTION	NUMBER OF EMPLOYEES AS PER CURRENT STRUCTURE	AS PER EXISTING FLOOR SPACE SIZE/M <sup>2</sup>	PROPOSED SPACE DESIGN PER SIZE/M <sup>2</sup>		COMMENTS: REQUIREMENTS BY BSC REP
Main Meeting			Type G: Other Space Area	Enclosed	
Entertainment / Staff Pause Area			Type G: Other Space Area	Enclosed area leading to patio	
Facility for Cleaners and Security Personnel – Change room			Type E: Small Offices	Enclosed	
Security Control Centre			Type E: Small Offices	Enclosed	
Cleaning Services Centre (Storage Facility)			Type E: Small Offices	Enclosed	
Wellness Centre			Type G: Other Space Area	Enclosed	
Sick (Bay) Room			Type E: Small Offices	Enclosed	
<b>General Area</b>		<b>130</b>			
<b>Total Area Space (Building Space) = 914 M<sup>2</sup></b>					
<b>Excluding basement parking, parking, staircases, common bathrooms, elevators, balconies, patio, etc.</b>					
		<b>BAYS</b>	<b>BAYS</b>		
<b><u>Parking Bays</u></b>					
MDB Personnel	75			parking bays	As per the new approved structure
Visitors	10			Open-undercover parking bays	
People with Disabilities	2			Open-undercover parking bays	
<b>Area Space Total (PB)</b>	<b>87 parking bays (Staff and Visitors), excluding minimum requirements in terms of building size</b>				
<b>The Size/M<sup>2</sup> should be determined on the Gross Lettable/Leasable Area (GLA), including basement parking, open undercover parking, passages, staircases, common bathrooms, common areas, elevators, balconies, patio and any other portions of the building that the tenant doesn't occupy regularly, etc.</b>					

**Note:** The floor space indicated is based on the existing layout of the MDB. This should not limit the bidder to propose alternative options/square meters for each office area to be occupied, this should be based on best practices and in compliance with the proposed building to be offered to the MDB.

### 9.3 RENTAL AREA AVAILABLE

9.3.1	Provide the size of rentable area available for this bid.	_____m <sup>2</sup>
9.3.2	Parking Facilities	
9.3.2.1	Provide the number of closed parking bays available for the bid.	_____bays
9.3.2.2	Provide the number of open or shaded parking bays available for this bid.	_____bays
9.3.3	Useable Area Available	
9.3.3.1	Provide the size of useable area available.	_____m <sup>2</sup>
9.3.4	Additional Storage Space	
9.3.4.1	Additional storage space, if any.	_____m <sup>2</sup>

**Note:** The floor space indicated is based on the existing layout of the MDB. This should not limit the bidder to propose alternative options/square meters for each office area to be occupied, this should be based on best practices and in compliance with the proposed building to be offered to the MDB.

## SCHEDULE C

### 10. EVALUATION METHODOLOGY

The evaluation of the bids will be conducted in three (3) phases, namely:

**Phase 1:** Compliance of the minimum bid requirements.

**Phase 2:** Functional evaluation in accordance with the technical specifications.

**Phase 3:** Price and B-BBEE evaluation in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

#### PHASE 1: COMPLIANCE WITH MINIMUM REQUIREMENTS

##### 10.1 STANDARD BIDDING FORMS

**(Completion of the attached Standard Bidding Documents stated below is mandatory, failure to do so will render your bid offer invalid)**

a) **Preference Points Claim form**

Form SBD 6.1 – Bidders must complete this document in full, special attention must be given to section 8 and 9. Do not retype these forms. They must be completed on the original and signed.

b) **Declaration of Interest**

Form SBD 4 – Bidders must complete this document in full. Do not retype these forms. They must be completed on the original and signed.

c) **Declaration of past Supply Chain Management Practice**

Form SBD 8 – Bidders must complete this document in full. Do not retype these forms. They must be completed on the original and signed.

d) **Certificate of Independent Bid Determination**

Form SBD 9 – Bidders must complete this document in full. Do not retype these forms. They must be completed on the original and signed.

e) **Pricing Schedule**

Form SBD 3.1, 3.2 and 3.3 Price must be quoted in South African currency and must be inclusive of VAT. Bidders are further requested to indicate their price in all elements listed on the pricing schedule. Pricing schedule not in the required format.

f) **Supplier Registration Form**

Bidders must be registered on the National Treasury's Central Database. Bidders must comply with Treasury's regulations.

g) **Invitation to Bid**

SBD 1 must be completed in full and signed.

h) An original or certified copy of a valid B-BBEE certificate must be submitted together with the bid offer.

i) Tax Clearance Certificate issued by the South African Revenue Services.

j) Company Registration Certificate with Companies and Intellectual Property Commission (CIPC).

k) Occupation certificate and proof from a registered architect.

l) Appropriate Construction Industry Development Board (CIDB) commensurate with the level of work.

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indicate deviation
<b>PHASE 1: COMPLIANCE WITH MINIMUM REQUIREMENTS</b>					
1.1	During Phase 1 all bids will be evaluated to ensure compliance with minimum document requirements (e.g. Tax Clearance Certificates, etc.), ensuring that all documents have been completed and that the compulsory specified documentation has been submitted in accordance with the bid requirements. Bids that comply with the minimum requirements will advance to Phase 2 of the evaluation.				
<b>PHASE 2: FUNCTIONALITY</b>					
2.1	<p>Functionality will count out of 100 points. Bidders must achieve a minimum score of 70 out of 100 on the functionality evaluation to proceed to the next phase.</p> <p>Bids that score less than 70% of the points available for functionality will be eliminated from further consideration. Points will therefore not be awarded for their cost proposals or for preference.</p>				
2.2	All bids that advance to Phase 2 will be evaluated by a Bid Evaluation panel to determine compliance with the functional requirements of the bid.				
2.3	A physical site inspection would form part of the evaluation of the bids as the panel will require access to the proposed accommodation.				
2.4	The functional evaluation will be rated out of 100 points and the evaluation criteria and weights for functionality are indicated in paragraph 6 point 6.1 will apply.				
2.5	<p>The percentage scored for functionality should be calculated as follows:</p> <p>Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the points scored for the various criteria. These points should be added to obtain the total score.</p> <p>The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality.</p> <p>After calculation of the percentage for functionality, the prices and preference points of</p>				

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indicate deviation
	all bids that obtained the minimum score for functionality will be taken into consideration.				
<b>PHASE 3: AWARDING OF POINTS FOR PREFERENCES/GOALS</b>					
3.1	The bidders that have successfully progressed through to Phase 3 will be evaluated in accordance with the 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).  80 points will be awarded for price and 20 points will be used for B-BBEE status level of contribution.				
<b>4. PRESENTATIONS</b>					
4.1	The MDB may request presentations by the bidders ranked first to third once price and preference points have been combined. The MDB may, if it is considered in the interest of the institution, expand the shortlist to include more bidders.				
4.2	Bidders required to attend a presentation will be notified at least three (3) working days prior to the date.				
4.3	Presentations will be made to the full Bid Evaluation Committee.				
4.4	Presentations will <b>NOT</b> affect the points awarded for functionality.				
4.5	The preparation costs and all expenses incurred will be for the bidder's own account.				
<b>5. ADJUDICATION OF BID</b>					
5.1	The Bid Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.				
<b>6. EVALUATION CRITERIA</b>					
6.1	All qualifying bids will be evaluated in accordance with the criteria as stipulated in the table below.				

CRITERION	Rating					Weight	Total
	0	1	2	3	4		
The Bids will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows: 0= No information, 1 = Very poor, 2 = Poor, 3 = Good, 4 = Very good, 5 = Excellent							
<b>1. Functionality</b>							
<b>Capacity of the Company</b>							<b>20</b>
Capacity in respect of:							
▪ Management of leases.							



CRITERION	Rating						Weight	Total
	0	1	2	3	4	5		
<ul style="list-style-type: none"> <li>Accommodation in terms of the MDB requirements under point 3. Minimum Requirements and providing the required building and accommodation.</li> </ul>								
<ul style="list-style-type: none"> <li>Maintenance support, in evidence provided in the proposal.</li> </ul>								
<ul style="list-style-type: none"> <li>Company profile, proof of ownership of building and property insurance.</li> </ul>								
<ul style="list-style-type: none"> <li>Turn-key solution ability by the bidder.</li> </ul>								
<ul style="list-style-type: none"> <li>Five (5) reference letters from current and previous clients within the last ten (10) years, support of sub-contractors, methodology, etc.</li> </ul>								
<b>Capability of the company</b>							<b>25</b>	
<p>Capability in respect of providing accommodation as per the bid requirements:</p> <ul style="list-style-type: none"> <li>Preparing the office design lay-out in accordance with the MDB's accommodation requirements. (Evidence to be included in the bid proposal, experience, skills, methodology, agreements with sub-contractors).</li> </ul>								
<ul style="list-style-type: none"> <li>The Bidder must submit a detailed project plan, including timeframes supporting the occupation of the premises, etc.</li> </ul>								
<p>Layout Drawings:</p> <ul style="list-style-type: none"> <li>The prospective bidder must submit proposals on each option of the detailed layout drawing as per the office descriptions / layout design indicated in Table A and B, as well as other areas required for the building to be functional, including the usable space; and to further demonstrate that the proposed building can accommodate the MDB personnel, as listed.</li> </ul>								
<ul style="list-style-type: none"> <li>The prospective bidder must a photographic portfolio of the building with high-level space planning indicating that the accommodation needs of the MDB can be accommodated.</li> </ul>								
<ul style="list-style-type: none"> <li>The prospective bidder must as part of the bid, provide a certificate in respect of the rentable / usable accommodation in terms of the of South African Property Owners Association (SAPOA) method for measuring floor areas in buildings.</li> </ul>								
<ul style="list-style-type: none"> <li>Also, taking into consideration spaces for the offices, passages, entrances, exits etc. and location of plants be positioned in such a way that routine maintenance of the building does not disturb operations or produce unacceptable noises during business hours. The layout drawing shall also indicate major vertical penetrations, columns spacing and sizes and any other building elements that may impact on the configuration of office layouts.</li> </ul>								
<ul style="list-style-type: none"> <li>The Landlord must provide, if not already installed an office space that has solar panel, inverters, batteries, etc. installed in terms of building regulations. The Landlord will also be responsible for the maintenance thereof.</li> </ul>								
<p>Floor Areas:</p> <ul style="list-style-type: none"> <li>The prospective bidder shall provide the floor area as defined by the South African Property Owners Association Method for measuring floor areas in commercial and industrial buildings.</li> </ul>								



CRITERION	Rating						Weight	Total
	0	1	2	3	4	5		
<b>Financial Stability</b>							<b>5</b>	
<ul style="list-style-type: none"> <li>▪ Latest Audited Financial Statements and Letter from Financial Institution or any supporting evidence proving financial stability of company.</li> </ul>								
<b>TOTAL POINTS FOR FUNCTIONALITY</b>							<b>100</b>	
<b>A Threshold of 70% is applicable.</b>								

## SCHEDULE D: SPECIAL CONDITIONS OF CONTRACT

### Guideline on Completion

- Bidders must indicate compliance or non-compliance on a paragraph by paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box.
- If the contents of the paragraph only need to be noted, please mark the NOTED box.
- The bidder must clearly state if a deviation from these requirements are offered and the reason therefore.
- If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission.
- Bids not completed in the manner may be considered incomplete and rejected.
- Should bidders fail to indicate agreement/compliance or otherwise, the MDB will assume that the bidder is **not** in compliance or agreement with the statement(s) as specified in this bid.

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
<b>1. GENERAL CONDITIONS OF CONTRACT</b>					
1.1	The General Conditions of Contract must be accepted.				
1.2	The Bidder must provide progress reports on the project bi-weekly as well as the final project close-out report. Bi-weekly reports will include deviations from any agreed milestones, risks identified, progress made and any other concerns that the bidder may have encountered in the process and cost incurred during the project stage, cumulative and for the week concerned.				
<b>2. ADDITIONAL INFORMATION REQUIREMENTS</b>					
2.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.				
<b>3. VENDOR INFORMATION</b>					
3.1	All bidders will be required to provide vendor information and submit the organisation's complete profile.				
<b>4. BROAD BASED BLACK ECONOMIC EMPOWERMENT</b>					
4.1	All bidders will be required to submit a Broad Based Black Economic Empowerment certificate.				
<b>5. CONFIDENTIALITY</b>					

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
5.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
5.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding the MDB or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				
<b>6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
6.1	Copyright of all documentation relating to this assignment belongs to the MDB. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
6.2	Bidders shall not issue any press release or other public announcement pertaining to details of their project without the prior written approval of the MDB.				
6.3	In the event that the bidder would like to use any information or data generated in terms of the services, prior written permission must be obtained from the MDB.				
6.4	The MDB must own all materials produced by the bidder during the course of, or as part of the services.				
6.5	Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. The MDB reserves the right not to consider further any bid where such a conflict of interest exists or where such a potential conflict of interest may arise.				
6.6	This clause 6 shall survive termination of this Agreement.				
<b>7. PAYMENTS</b>					
7.1	No advance payments will be made in respect of this bid. Payments shall be made in terms of the deliverables as agreed upon and shall be made strictly in accordance with the prescripts of the PFMA (Public Finance Management Act, 1999. Act 1 of 1999).				
7.2	The contractor shall from time to time during the duration of the contract, invoice the MDB for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to the MDB.				
7.3	Payment shall be made into the bidder's bank account normally 30 days after receipt of an acceptable of a				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7.4	The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.				
<b>8. NON-COMPLIANCE WITH DELIVERY TERMS</b>					
8.1	<p>The successful bidder must ensure that the work is confined to the scope as defined and agreed to.</p> <p>As soon as it becomes known to the contractor that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, the MDB must be given immediate written notice to this effect.</p> <p>The MDB is not obliged to award the complete project to a bidder. Should the bidder fail to meet the milestones agreed upon, the MDB reserves the right to award the project to another bidder.</p> <p><b>DIRECT APPOINTED CONTRACTORS BY THE MDB</b></p> <p>The MDB will require the appointed Landlord/Lessor to allow other service providers and/or contractors appointed/employed by the MDB to access the building during the construction and/or renovation period, so as to ensure that any identified Tenant Installation (TI) services that may be required by the MDB, which does not form part of the Landlord/Lessor's obligation is executed successfully and timeously by the appointed service provider/s and/or contractor/s appointed/employed by the MDB.</p>				
<b>9. WARRANTS AND SECURITIES</b>					
9.1	The Bidder warrants that: It is able to conclude this Agreement to the satisfaction of the MDB.				
9.2	Although the contractor will be entitled to provide services to persons other than the MDB, the contractor shall not without the prior written consent of the MDB, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the services.				
9.3	The successful bidder (company, directors or members) may be subjected to a security screening/vetting process conducted by the SSA (State Security Agency), if necessary.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
9.4	The successful bidders sub-contractors appointed to render services in respect of the accommodation and in terms of the contract may be subjected to the security screening/vetting process conducted by the SSA (State Security Agency).				
9.5	Further to the company and directors being subjected to the screening/vetting process it shall be required that all employees directly involved in the execution of this contract be subjected to the security screening/vetting process by the State Security Agency, if necessary.				
9.6	In the event of an employee of the successful bidder found not to be security competent, the bidder shall be requested to replace any such person with a security competent person.				
9.7	The bidder shall be required to ensure that no employee is replaced without the written approval of the MDB.				
<b>10. PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>					
10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				
10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
<b>11. RETENTION</b>					
11.1	On termination of this agreement, the contractor shall on demand hand over all documentation, information, software, passwords, etc., without the right of retention, to the MDB.				
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
<b>12. SUBMITTING BIDS</b>					
12.1	<b>The TWO (2) ENVELOPE SYSTEM</b> as indicated on page 1 requires: An <b>original plus four copies of the bid</b> , i.e. five documents in total should be handed in/delivered to:				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	Municipal Demarcation Board: Eco Origins Office Park, Block C1, 349 Witch-Hazel Avenue, Highveld, Centurion  <b>NB: Bidders are to indicate on the cover of each document whether it is the original or a copy.</b>				
12.2	Bids should be in a sealed envelope, marked with: <b>Bid number: MDB2024</b> <b>Closing date and time:</b> <b>The name and address of the bidder</b>				
<b>13. LATE BIDS</b>					
13.1	Late submissions will not be accepted. A submission will be considered late if it arrived only one second after 11:00 or any time thereafter. The bid (bid) box shall be removed at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
<b>14. BRIEFING SESSION AND CLARIFICATIONS</b>					
14.1	The MDB will <b>NOT</b> be conducting a briefing session.				
14.2	Any clarification required by a bidder regarding SCM related queries please contact the Supply Chain Management Unit, Mr Abel Maluleka via e-mail <a href="mailto:abel@demarcation.org.za">abel@demarcation.org.za</a> and for technical assistance relating to the Terms of Reference please contact Ms Kgadi Monama via e-mail <a href="mailto:kgadi@demarcation.org.za">kgadi@demarcation.org.za</a> or Ms Vanie Naidoo via e-mail <a href="mailto:vanie@demarcation.org.za">vanie@demarcation.org.za</a> or telephonically on 012 342 2481 between 08:00 to 16:30 Mondays to Fridays.  For additional information visit the MDB website <a href="http://www.demarcation.org.za">www.demarcation.org.za</a> .				
<b>15. FORMAT OF BIDS</b>					
15.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in English and simply presented.				
15.2	Bidders are to set out their proposal in the following format: <b>Part 1:</b> Response to the Terms of Reference <b>Part 2:</b> Noting of Evaluation Criteria and compliance to Special Conditions of Contract <b>Part 3:</b> Practical approach (Methodology and approach) <b>Part 4:</b> Capacity and Experience <b>Part 5:</b> Quality Control and Insurance				



No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	<b>Part 6:</b> Completion of Standard Bidding Forms (SBD forms) <b>Part 7:</b> Tax clearance Certificate <b>Part 8:</b> B-BBEE Certificate <b>Part 9:</b> Company profile				
<b>16. DETAIL OF PROPOSAL DOCUMENTS</b>					
16.1	<b>Part 1: Response to the Terms of Reference (ToR's)</b>				
	Bidders must provide a detailed response to all aspects of the ToR's.				
16.2	<b>Part 2: Noting of Evaluation Process and Criteria compliance to Special Conditions of Contract</b>				
	Bidders must complete indicating compliance / non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
16.3	<b>Part 3: Practical approach</b> Bidders must, at least:				
	Describe briefly the approach to be taken to source the office space; and Discuss the approach to utilize sub-contractors.				
16.4	<b>Part 4: Capacity and Experience (Project Management)</b>				
	Time required to source the office space and complete relevant the lay-out design; Provision of time schedule; Ability to provide materials timeously; and Relationship with suppliers of materials, fittings etc.				
16.5	<b>Part 5: Quality Control and Insurance</b>				
	<b>Quality Control:</b> Describe your quality control mechanisms. <b>Insurance:</b> Provide details of local as well as international professional indemnity and accident insurance (if applicable).				
16.6	<b>Part 6: Completion of Standard Bidding Forms</b>				
	Bidders must complete and submit all SBD forms as indicated on point 10.1, as well as any other requirements as indicated in the proposal.  <i>*Failure to provide this information shall invalidate the bid.</i>				
16.7	<b>Part 7: SARS Tax Clearance Certificate</b>				
	SARS Tax Clearance Certificate must accompany the proposal or will be verified through CSD. In case of a consortium/ joint venture, or where subcontractors are utilised, an original valid SARS Tax Clearance Certificate for each consortium/ joint venture member and/or subcontractor (individual) must be submitted.				
16.8	<b>Part 8: B-BBEE Certificate</b>				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	Bidders must submit a valid B-BBEE certificate where size of business is more than R10 million. Where size of business is less than R10million a B-BBEE Exemption certificate or letter confirming the size of the company.				
16.9	<b>Part 9: Company Profile</b>				
	A comprehensive company's profile of the organisation which covers all aspects of the company from initial establishment, i.e. services rendered, management experience, company experience, company structure, experience in refurbishment of buildings, affiliation to controlling bodies, etc.  <i>*Failure to provide this information may invalidate the bid.</i>				
	The bidders must provide a list of the contractors intended to be utilised for the building and accommodation refurbishment and maintenance in respect of this contract: The following details must be provided:  Name of company: Company registration Number: Service to be provided:				
	The successful bidder may be required to complete a MDB Vendor application form and submit the required source documents. Unsuccessful bidders may register to be on the MDB supplier's database should they wish to do so. Bidders must comply with Treasury regulations.				
<b>17. PRESENTATIONS</b>					
17.1	The MDB reserves the right to invite bidders for presentations before the award of the bid.				
<b>18. NEGOTIATION</b>					
18.1	The MBD has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
18.2	Similarly, the MDB reserves the right not to select any of the prospective service providers submitting proposals. (Disclaimer)				
18.3	The MDB shall not be obliged to accept the lowest of any quotation, offer or proposal.				
18.4	Only the proposal with the highest number of points for both price and B-BBEE shall be selected. Despite preferential procurement regulations 3(4), 4(4), 5(4), 6(4) and 8(8) that state that only the proposal with the highest number of points may be selected, a contract may, on reasonable and justifiable grounds,				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	be awarded to a proponent that did not score the highest number of points.				
18.5	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of the MDB is the CEO or his/her written authorised delegate.				
18.6	Documents submitted by bidders will not be returned.				
<b>19.</b>	<b>BIDDERS NOTIFICATION</b>				
19.1	The SCM Unit will notify unsuccessful bidders via e-mail.				
<b>19. DOMICILIUM</b>					
	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows:  Municipal Demarcation Board: Eco Origins Office Park, Block C1, 349 Witch-Hazel Avenue, Highveld, Centurion.				

## 11. ADDITIONAL REQUIREMENTS

The MDB requires details of all the maintenance contracts and cost pertaining to the current operational expenditure for the building for which the MDB may be liable. This includes but not limited to:

- Windows
- Roofs
- HVAC including cleaning the diffusers inside
- UPS and emergency power maintenance
- Lightning
- Plumbing
- Common area electrical reticulations
- Grounds and gardens
- Storm water
- Washing the external windows and facades
- Lifts maintenance
- Cleaning services
- Municipal rates
- Property insurance

### 11.1 Rental and Lease Period

- In the event of a lease agreement being concluded the MDB will consider a five (5) year rental period, with the option to extend not more than a period of twelve (12) months.

- A firm rental price for the first year is required and the escalation for the remainder of the lease period needs to be specified.

#### 11.1.1 **The Service Level Agreement (SLA) must include but not limited to:**

- Details of the Landlord/Lessor and Lessee
- Description/size of the Property
- Commencement Date
- Contractual Period
- Schedule indicating rental prices, including all operational cost for the duration as well as annual rental increases
- Termination Date
- Management of the Lease Agreement
- Allowable and non-allowable conditions
- Legal Obligations by both the Lessor/Lessee
- Responsibilities of the Lessor and Lessee, including provisions of building maintenance and repairs, property insurance, tenant installation, garden service and maintenance etc.
- The SLA must be signed with the prospective bidder of the building/Lessor and not an agency or third party

Prospective bidders must provide an offer regarding the office accommodation to be provided for rental of the property as well as offer to purchase.

#### 11.1.2 **The rental offer must indicate the following details, but not limited to:**

- Building
- Leased Premises
- Office Space and square meters
- Number of Parking Bays
- Leased Period
- Beneficial Occupational Date
- Commencement Date
- Termination Date
- Escalation Rate
- Adjustment Date(s)
- Monthly Office Rental commencing at R.....square meter (excluding vat)
- Monthly Parking Rates (excluding vat)
- Cost must be quoted according to the South African currency (Rand)

#### 11.2 **Option to Purchase**

The Lease Agreement may include an option allowing the MDB to purchase the building should the MDB opt to do so.

#### 11.3 **Tenant Installation (TI)**

The Landlord/Lessor must submit a list of items that will form part of tenant installations and must specify the TI allowance either in a fixed amount or the equivalent monthly rentals.

#### 11.4 LEGISLATIVE REQUIREMENTS

The MDB is a Constitutional Public Entity, therefore the MDB needs to operate within all the legislative requirements as contained in the Public Finance Management Act, Treasury Regulations and all other applicable legislation.

#### 12. INFORMATION REQUIRED

##### 12.1 Property Information

- The building must be an existing building and/or must be completed within the required timeframes set out by the MDB.
- Property street address;
- Owner's name, address, city, postal code, contact numbers (telephone/cell-phone), e-mail address;
- Representative name, contact numbers (telephone/cell-phone), e-mail address; and
- Details of all partners to this offer.

#### APPROVAL BY THE CHIEF EXECUTIVE OFFICER



**M MOROKA**  
**CHIEF EXECUTIVE OFFICER**  
**MUNICIPAL DEMARCATION BOARD**

**DATE:** 15-04-2024

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**

**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.

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## 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](http://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 Programme (NIP)** 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.

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MUNICIPAL DEMARCATION BOARD					
BID NUMBER:	MDB001-2024/2025	CLOSING DATE: 2024-05-10		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO OFFER LEASED OFFICE SPACE TO THE MUNICIPAL DEMARCATION BOARD (MDB) IN THE AREAS SURROUNDING PRETORIS, FOR A PERIOD OF FIVE (5) YEARS, COMMENCING 01 JULY 2024				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Block C1 Eco Origin</b>					
<b>349 Witch-Hazel Avenue</b>					
<b>Highveld</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Abel Maluleka		CONTACT PERSON	Ms Kgadi Monama	
TELEPHONE NUMBER	012 342 2481		TELEPHONE NUMBER	012 342 2481	
FACSIMILE NUMBER	012 342 2480		FACSIMILE NUMBER	012 342 2480	
E-MAIL ADDRESS	Abel@demarcation.org.za		E-MAIL ADDRESS	Kgadi@demarcation.org.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>

<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

**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: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

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

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....Bid number.....  
 Closing Time 11:00 ..... Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	.....
-	Delivery:		*Firm/not firm

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

\*Delete if not applicable





**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: <b>MDB001-2024/2025</b>
CLOSING TIME <b>11:00</b>	CLOSING DATE: <b>10 May 2024</b>

OFFER TO BE VALID FOR **90** 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	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.

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 –

**Department: MUNICIPAL DEMARCATION BOARD**

**Contact Person: Mr Abel Maluleka**

**Tel: 087 150 4418 (direct)  
012 342 2481 (switchboard)**

**Fax: 012 342 2480**

**E-mail address: [Abel@demarcation.org.za](mailto:Abel@demarcation.org.za)**

Or for technical information –

**Contact Person: Ms Kgadi Monama**

**Tel: 087 150 4409 (direct)  
012 342 2481 (switchboard)**

**Fax: 012 342 2480**

**E-mail address: [Kgadi@demarcation.org.za](mailto:Kgadi@demarcation.org.za)**

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.  
.....



**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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





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

**80/20**

or

**90/10**

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

Where

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

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
**(Tick applicable box)**  

YES		NO	
-----	--	----	--
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:**  
.....

**Registered Account Number:** .....

**Stand Number:**.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<b>WITNESSES</b>	
1.	.....
2.	.....

.....	
<b>SIGNATURE(S) OF BIDDERS(S)</b>	
DATE:	.....
ADDRESS	.....
	.....
	.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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