REPUBLIC OF SOUTH AFRICA

EASTERN CAPE PROVINCE
DEPARTMENT OF AGRICULTURE

APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE ACCOMMODATION FOR THE PERIOD OF THREE (03) YEARS IN BARKLEY EAST SITUATED IN THE SENQU LOCAL MUNICIPALITY: JOE GQABI DISTRICT

BID No: SCMU8-26/27-0159

TENDERER:	
CSD NUMBER:	
SPECIFIC GOALS:	
CLOSING DATE:	**18 JANUARY 2027**
CLOSING TIME:	**11:00 am**
BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES	**R……**

PREPARED BY:

DEPARTMENT OF AGRICULTURE
THEMBA KOJANA BUILDING, SOMERSET STREET
MALETSWAI, 9750

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CHECK LIST

Please ensure that all the following documents have been submitted with your Bid / tender document. Failure to submit these documents could result in your quotation/bid being seen as unresponsive.

Description	Done
Tax Status Verification for Price Quotations and Competitive Bids Tax Compliance status and company directors of bidders will be verified on the CSD for all price quotations and competitive bids. Tax status must remain Compliant for conducting business with state.	
Copy of company registration or CK documents to be submitted	
All forms and verification documents are attached to qualify for preference points as per each specific goal.	
Joint Venture: In the case of a joint venture a Joint Venture Agreement or an Intention to form a Joint Venture Agreement must be attached	
This tender will be subject to the Government Procurement: General Conditions of Contract of July 2010	

Please ensure that all the following sections of the Quotation / Bid Document have been completed in full. Failure to comply will result in the Quotation / Bid being seen as unresponsive.

Description	
Section 3: 1. Detailed quotation (show breakdowns)	
Section 4: 1. Certificate of authority for signatory must be completed and signed in full.	
2. Schedule of work carried out by the bidder must be completed.	
3. Equity Ownership Declaration must be completed and signed in full.	
4. **All SBD documents** must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated.	

ALL FORMS TO BE COMPLETED IN BLACK INK

NO CORRECTION FLUID TO BE USED IN THE DOCUMENT

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

NO LATE QUOTATIONS / BIDS WILL BE ACCEPTED

2 BID NOTICE

DEPARTMENT OF AGRICULTURE

PROJECT NO.	PROJECT DESCRIPTION
SCMU8-26/27-0117	**Appointment of a Service Provider for Office Accommodation for the period of Three (03) Years in Barkly East situated in the Senqu Local Municipality: Joe Gqabi District**

AVAILABILITY OF DOCUMENTS : 27 November 2026
NON-COMPUSORY BRIEFING : 11 December 2026 – 11:00 – Themba Kojana Building DoA Office
CLOSING DATE : 18 JANUARY 2027

BID NOTICE

BIDS are hereby invited from suitable and qualified service providers for the **Appointment of a Service Provider for Office Accommodation for the period of Three (03) Years in Barkly East situated in the Senqu Local Municipality: Joe Gqabi District.**

Tender documents will be available during working hours after 11:00 as of 27 NOVEMBER 2026 till the day before the tenders close, via email from Melanie Nel (Melanie.Nel@ecagriculture.gov.za) or Leon Muller (Leon.Muller@ecagriculture.gov.za) or Kwanda Mtintsilana (Kwanda.Mtintsilana@ecagriculture.gov.za) between 08:00 and 16:30 from Mondays to Thursdays and from 08:00 to 16:00 on Fridays.

There will be a non-compulsory site briefing on 11 December 2026, 11:00, Aliwal North, Department of Agriculture Office, Somerset Street, Aliwal North

The completed document and all supporting documentation must be placed in a sealed envelope clearly marked with the project number and description must be delivered to the tender box situated at:

Themba Kojane Building
Somerset Street, N6 Road
ALIWAL NORTH

By 11.00am on 18 JANUARY 2027 AT 11:00 when the BIDS will be opened in public.

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

1. Bids received will be evaluated according to 80/20-point system, where 80 points will be scored toward price and the remainder 20 points according to the specific goals as detailed under specification. **Kindly note that all documentation listed that must be submitted to qualify for the preference points for each specific goal must be attached. Failure to attach will result in no allocation of preference points.**
2. All prospective bidders not registered on the **CSD AND LOGIS** must do so before the closing date of the bid, as bids cannot be awarded to bidders not registered on the system.
3. Tax compliance and company directors of bidders will be verified on CSD for all price quotations and bids.

4. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
5. If specifications are not adhered to the DEPARTMENT OF AGRICULTURE reserves the right to terminate the contract.
6. Bidders are to submit the supplier arrangement form in the event that bidder is a general dealer.
7. Suppliers and Service Providers are to provide references to confirm previous delivery of similar nature were delivered satisfactorily in order for DOA to perform risk assessment.
8. The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.".
9. Use of correction fluid will result in a bid being non responsive.

The DEPARTMENT OF AGRICULTURE will not entertain any late submissions. **Closing time is 11:00 the 18 JANUARY 2027.**

All proposals shall hold good for 90 (ninety days) after bid closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered. Enquiries should be directed to: Ms Ma-Awu at 082 372 8859 (Technical) or Ms N Mbebe 082 816 9959 (Administrative)

3 BID RULES

Annexure: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer

together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*
b) change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the advertised evaluation criteria utilizing either:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

The points scored for the financial component will be calculated using the formula as set out in form ECBD 6.1 – PURCHASES, paragraph 5.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

4 TERMS OF REFERENCE

Supply of Office Accommodation for the Department of Agriculture – Barkley East Local Office for a period of three (03) years.

AREA / LOCALITY – BARKLEY EAST

Operational narrative:

- The proposed office accommodation should be within the town of Barkley East.
- Maintenance of electricity and plumbing are the responsibilities of the lessor.
- This office should be considered as a One-Stop Centre for these three components:
    - Administration
    - Extension Services
    - Veterinary Services

1. INTRODUCTION

(i) The Department is responsible for procuring all leased office accommodation on behalf of the Provincial Government. In securing leased office accommodation, the primary objective of the Department, inter-alia, is to provide functional and best fit for use, type and location of office accommodation at optimal value to the Provincial Government.

(ii) The department is looking to lease a building which complies with the following Acts,

- Occupational Safety Act, 1993 (Act 85 of 1993)
- Government Immovable Asset Management Act No.19 of 2007;
- National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) and published under Government Notice No. R 1081 of 10 June 1988;
- Office space norms and standards which all Government departments must comply with, except in situations where written permission from the Minister under which the department operates, has been received.

(iii) The successful service provider will be required to sign a contract with the department for the leasing of office accommodation specified under these Terms of Reference and agreeing to clearly identified service levels.

2. OBJECTIVE

1.1 The Department of Agriculture (DoA) in Joe Gqabi District is looking for building/facilities/property to be utilized for implementation of DoA's mandate. The facility should be located in Barkley East area. The distance of the office building must not be more than 5 kilometres radius from town.

1.2 The department invites suitably qualified and experienced Property owners or Facilities Management service provider(s) to submit bids for the leasing of their office accommodation facilities/properties' to meet its day-to-day office space requirements.

1.3 All bidders MUST respond to and comply with the following technical specifications and requirements that will be utilised by the Department to evaluate whether or not the building being offered by the bidder meets the technical requirements of the Department.

3. SCOPE OF WORK

The scope of this project includes the provision of office accommodation for Barkley East Local Service Centre as outlined below and as per attached office needs requirements.

The office will be utilized by Six (6) personnel as stated in table 1

TABLE1:

No	Officer	Description	Specification *	Compliance (tick correct column)	
				Complies	Does not comply
1.	Deputy Director	○ 1 x Office ○ 2 network points	12m²		
2.	State Vet Office	○ 1 x Office ○ 2 network points	6m²		
3.	Animal Health Tech	○ 1 x Open Plan Office ○ 2 network points	6m²		
4.	Agri Advisor	○ 1 x Open Plan Office ○ 2 network points	6m²		
5.	Cleaner	○ 1 x Office ○ 2 network points	3m²		
6.	Community Animal Health Worker	○ 1 x Open Plan Office ○ 2 network points	3m²		
VETERINARY SERVICES CLINIC					
7.	○ Consultation room with hot & cold water + sink ○ Waiting room ○ Operating Room with hot & cold water + sink ○ Storeroom ○ Toilet with sink and tap and washing machine connection	○ 2 plugs ○ 2 plugs	9m² 6m² 15m² 12m² 8m²		
TOTAL SQUARE METERS FOR OFFICES			86m²		

*All measurements to be approximate. In case of a current structure, layout can differ as long as square meters are covered.
* All offices and boardroom to be cabled.
* All rooms to have good source of lighting and adequate ventilation.
* All windows must be fitted with blinds and burglars and outside doors with security gates.
* VET Clinic to be covered with ceramic tiles.

OFFICES FACILITIES

Description	Specification *	Compliance (tick correct column)	
		Complies	Does not comply
Kitchen with Sink, 3 door cupboard and 3 plugs and be covered with ceramic tiles	10 m^2		
1 x Storeroom / Filing room with shelves	15 m^2		
1x Storeroom	20m^2		
Boardroom with 3 power points and Air conditioner	30 m^2		
Main entrance with ramp and handrails and be Disability friendly			
Ablution Areas with sink and basin (OHSA Spec) • 1 for Disabled people • 2 Ablution Areas (1 x Male and 1 x female)	 7m^2 5m^2 x2 = 10m^2		
Parking Areas: • Undercover and lockable garaging for Government Vehicles x 1 • 1 disabled parking – properly labeled • Parking space for x4 vehicles	13,35m^2 25,69 m^2 53,4m^2		
TOTAL SQUARE METERS FOR FACILITIES	184,44m^2		
GRAND TOTAL	**270,44m^2**		

*All measurements to be approximate. In case of a current structure, layout can differ as long as square meters are covered.
* All common areas (passages, bathrooms, boardroom, storerooms, kitchen etc.) to have ceramic tiles.
* All entrances to be clearly marked with signages.
* Building to have exit/ emergency evacuation areas clearly marked with signages.
* All ablution facilities must be adequately marked.

SERVICES

Description	**Compliance (tick correct column)**	
	Complies	**Does not comply**
• **Monthly rental to include all costs for rates and Municipal Services, including water and electricity and maintenance costs (Gardening services twice a month)**		
• **Installation of fire extinguishers and annual servicing.**		

GENERAL

NO.	ITEM	DESCRIPTION	Indicate YES/NO and sign next to each item
1	**Condition of the Property/Building compliance**	**Both water meter and electricity meter box must be separated** Property must be in a good condition and must have the following documentation prior occupation: • Certificate of occupation • Electrical COC certificate, • Fire Fighting Equipment Certificate • Occupational Health and Safety Certificate (OHS certificate)	
2	**Property Information**	Bid proposal should clearly outline the following:- • Physical address, stand/ERF number, • Details of all partners to the offer, • Detailed rental option • Building insurance information	
3	**Main access to the building**	Proximity of the building to; (bidder to give a brief description or schematic presentation) • Main Roads • Pedestrian Walkways • Amenities • Public transport etc.	
4	**Accessibility of office or building**	Building must be user friendly for people with disability, internally and externally, in compliance with relevant Acts. ➢ Wheelchair ramp with handrail to accommodate people living with disabilities.	
5	**Technology and communication**	Building must have the following infrastructure • Power supply: clean power to run all the lights, computers • Network Cabling of offices is compulsory and a minimum of 2 network points per office (these can be fitted after award of the contract)	
6	**Health & Safety**	Building must comply with the required standards, OHS etc; • Fire extinguishers must be installed in compliance with safety regulations including safety symbolic signage. • The installed equipment must comply with all SABS regulations • They must be maintained and tested at frequent intervals	

		• Emergency exit doors in compliance with OHS Act and Assemble point identified and properly labelled.	
7	**Maintenance**	Maintenance plan: • The office premises (exterior: cleaning of yard and gardening services) to be fully serviced and maintained by the Landlord twice a month.	
8	**Building support services**	Bidders are expected to ensure the availability of the following services on occupation: • Water; • Electricity; • Sanitation; and • Refuse removal service.	

NB: SERVICE PROVIDERS ARE REQUIRED TO COMPLY WITH OFFICE ACCOMMODATION NORMS AND STANDARDS JULY 2015

4. SERVICE CONTRACT DURATION

- Contract will be valid for a period of three (03) years from 01 April 2027 to 31 March 2030.
- Contract Agreement and SLA to be signed after award of contract and before commencement of work
- The contract for the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the Landlords bid by the DOA or any other authorized authority or person (as the case may be) and shall continue in force for the period stated in the agreement. The Landlord is further obliged for the future support while the contract is in force.

5. PAYMENT

- Payment for the service will be made on a monthly basis on receipt of an invoice for services rendered.

6. DUE DILIGENCE

6.1 The Department will conduct a site inspection to verify the property descriptions, location and accessibility.

7. GENERAL

Any requirements laid down in the terms of reference shall be considered as supplementary to those set out in the written offer of the bidder and on the drawings. The fact that the Department checked the documentation and approved thereof does not exempt the bidder from his responsibilities with regard to the fulfilment of the requirements of this bid.

7.1 CONSTRUCTION AND APPEARANCE OF BUILDING:

a.	The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to the Department of Agriculture. The building shall be fully accessible to the physically challenged.

7.2 FLOOR TO CEILING HEIGHTS:

a.	A clear floor to ceiling height of as close as possible to 2.7m throughout shall be maintained in all general areas of the building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific areas will be identified and the height specified as part of the accommodation particulars.

	Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.

7.3 DOORS, LOCKS AND KEYS:

a.	All offices shall be provided with a door of at least 813mm and each fitted with a good quality five pin cylinder lock with two keys fitting one lock only and which shall be handed over to the Departmental Representative upon occupation of the building. Two master keys which can unlock the locks of all offices shall also be provided.

7.4 FLOOR COVERING:

a.	Floor covering must be of an acceptable standard and quality to last for at least 10 years.

7.5 LIGHTING

a.	Each office shall be provided with its own light switch in a suitable position near the door.

7.6 TELEPHONES

a.	Each office shall be fitted with a telephone jack in accordance with the requirements of Telkom. (These can be fitted on award of the contract) The user Department itself will negotiate with Telkom as to the number of telephone lines that are to serve the building, but the owner of the building shall make provision for conduits, draw wires and telephone jacks.

7.7 EXTERNAL PERIMETER

a.	The external perimeter must be well illuminated at night.
b.	Entrances to the building must be limited to the minimum.

7.8 MATERIAL AND FINISHES

a.	All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour. Walls of kitchens, stairs, entrance halls and toilets shall be washable and hardwearing.

7.9 INSPECTION

a.	The Department of Agriculture considers it a condition of contract that in consultation with the lessor and with reasonable frequency during the process of refurbishment its inspector shall be given access to the building. The inspector's approval of any part of the building does not exempt the owner from complying with any of these minimum standard requirements. A deviation from the minimum requirements may only be allowed with written permission from the Department of Agriculture.

7.10 AVAILABILITY

a.	The building MUST be available for occupation by the Department on *receipt of the letter of award*. In cases that the building is not ready on the date stated above. The landlord will be liable for rental whereby the User Department is still in occupancy of another building.
b.	**In cases where the proposed building does not fully comply with all the requirements set out in the bid document, the landlord shall submit a comprehensive implementation plan detailing how and when the outstanding requirements will be addressed. The implementation period shall not exceed two (2) months from the date of occupancy. The Department must be able to occupy and utilize the building while the outstanding issues are being rectified, without disruption to its operations. The implementation plan shall include clear milestones, deliverables, and completion dates for achieving full compliance and shall be subject to the Department's review and approval. Should a service provider fail to comply it will result in breach of contract.**

7.11 GENERAL ACCOMMODATION

a	The total size of office accommodation and facilities required by the Department and to be offered by the bidder is approximately **270,44m²** usable area. A variance of only 5% on the usable area shall be accepted
b	Suspended ceilings to be provided
c	The building must also have access to ample street parking for visitors.
d	Building Area Certificate for the building issued by a suitably qualified entity confirming the total building GLA. SAPOA drawing. To be submitted at contracting stage.
e	The Department requires a single tenant occupancy scenario and sharing the building with other tenants is not permitted.
f	The accommodation must allow for the corporate image of the Provincial Government department to be enhanced and clearly visible from the street front.
g	The accommodation must have adequate trunking and communication service shafts for network communication infrastructure.
h	The electrical supply to the office accommodation must cater for both normal and clean power. Provision must be made for one (1) clean and one (1) normal plug point for every 10 m² of usable office accommodation, an additional two (2) plug points per 150 m² of usable office accommodation to be allowed for to cater for fax, copies etc. In addition normal plugs to be provided in passages in order to accommodate cleaning machinery. Electrical circuits for socket outlets shall be secured by means of single phase earth leakage relays having a sensitivity of 25 mA. The installation off all electrical components will comply in all respects with the requirements and regulations of the following: **SANS 10142-:2003:** The Occupational Safety Act and Regulations; and the Local Electrical Supply Authority.
i	The accommodation must provide for adequate access for persons with physical disabilities, i.e. handicapped, etc. including toilet facilities both for the office environment as well as public interface area.
j	The office accommodation must cater for a combination of general open plan environment (for staff workstations, filing cabinets and a number of high-density filing cabinets) and enclosed offices for identified persons.
k	Within the office accommodation, secure onsite archive/filing areas (not necessarily in one location in the building) must be provided for active official files of business units as indicated on the spatial template attached. (if applicable)
l	The accommodation must comply with: The National Building Regulations and Standards Act, 1977 (Act 103 of 1977) and The Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. All certificates of electrical wiring complying with the Fire Regulations and Municipal By-Laws and certificate of compliance with the Occupational Health and Safety Act must be provided as part of the Returnable Documents. All interior lighting to be in compliance with **SANS 10114-1**, Interior lighting – Part 1: Artificial lighting of interiors
m	Bidders must also provide a written warranty that on occupation, the building will comply with all the National Building Regulations.
n	Vertical or Venetian blinds to be provided on all windows

7.12 TOILETS

a.	Separate male and female toilets to be provided on each floor of the building.
b.	Toilets for disabled persons to be provided in the building
c.	All toilets to have hand washing taps, basins and hand soap dispensing facilities, mirrors, hand dryers, sanitary pack holders etc.
d.	All toilets to be in a good sanitary and working condition.
e.	All ablution facilities must be adequately marked.
f.	Water supply and drainage for buildings to comply with Water supply installations for buildings **SANS 10252-1**
g.	Disabled access and disabled toilet facilities to be provided. All facilities for disabled persons to comply with **SANS 10400-S**
h.	The following norms shall be applied: Males – staff and public

	One WC for every 10 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One wash hand basin for every two WC's. Females – staff and public One WC for every 10 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One wash hand basin for every two WC's.

7.13 KITCHENS

a.	Provision is to be made for at least (1) small kitchen on each floor where staff offices are situated, in which a sink as well as "hot and cold" water is available. Zink to be housed in an appropriate floor mounted cabinet complete with matching wall mounted cabin above. Cabinet – tops to be fitted with no less than a 32mm composite board.
b.	The small kitchens must have power points to accommodate (1) small fridge, (1) microwave oven and (1) kettle/urn.

8 BUILDING MAINTENANCE COSTS

a) All building maintenance costs will be the responsibility of the landlord.
b) Day to day planned maintenance and fair wear tear of the building will be the responsibility of the landlord.
c) Other responsibilities between the landlord and the tenant will be stipulated on the lease agreement.

9 SPECIAL CONDITIONS

Landlords must take cognisance of the details, conditions and requirements stipulated in this annexure.

9.2 Tenders that are not accompanied by written proof that the Landlord is authorised to offer the accommodation for leasing will not be considered and will be eliminated.
9.3 The Department of Agriculture is the sole adjudicator of the suitability of the accommodation for the purpose for which it is required. The Department's decision in this regard will be final.
9.4 The Department of Agriculture will in no way be responsible for or committed to negotiations that a user department may or might have conducted with a lessor or owner of a building.
9.5 It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended.
9.6 The commencement date from which rental will be payable, or the lease shall begin is subject to the approval of the Department of Agriculture.
9.7 Landlords are welcome to be present at the opening of tenders.
9.8 The tender forms must not be retyped or redrafted. Additional offers may be made but only on original documents or on other forms requisitioned. Additional offers are regarded as separate tenders and must be treated as such by Landlords. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
9.9 The successful Landlord will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the norm document and/or specified and minimum requirements.
9.10 Landlords who do not comply with the above-mentioned conditions will be eliminated.

11. FEES AND CHARGES

The stipulated bid prices shall be subject to yearly escalation for the duration of contract, to be in-line with market-related escalations.

Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services.

To the extent that the DOA disputes the correctness, nature, extent or calculation of any fees or expenses payable to Landlord in terms of the contract, DOA shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

12. GENERAL RESPONSIBILITIES OF THE LANDLORD

Problem identification and reporting. The Landlord shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DOA at the relevant institution. Without detracting from the generality of this statement, Landlord shall:-

Without delay inform the DOA and the appointed DOA Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve demolitions of the building;

Co-operate fully with the DOA and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.

Other Service Providers: The Landlord acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the DOA, co-operate fully with such persons.

Regulations and statutes: The Landlord shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

Compliance with procedures:

It is recorded that during the currency of the contract the DOA may implement procedures and policies at the relevant Institution/Building. The Landlord shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

The Landlord shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution/Building.

Should the DOA at any time believe that any member of Landlord's personnel is failing to comply with any such procedures or policies, the DOA shall be entitled to deny such personnel member access to the relevant premises and require the Landlord to replace such person without delay.

Landlord's procedures: The Landlord shall, upon receipt of written request from the DOA or its appointed Technical Support Manager:-

Provide the DOA with copies of all Landlord's operating procedures and processes relating to the renovations of the building;

13. HAZARDOUS MATERIALS

The Landlord will be held liable for any expenses that may be incurred by the DOA as a result of damage to property and injury to personnel as a result of poor quality products.

14. FIRE RISKS

The Landlord shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the DoA/Institution and take such remedial action as may be necessary.

15. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Landlord:-

15.1. acknowledges that he is fully aware of the terms and conditions of the Act;

15.2. acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;

15.3. agrees to comply with all rules and regulations implemented by or on behalf of the DOA at the relevant Instituion in covering letter relating to health and safety and will inform the DOA immediately should Landlord for any reason be unable to comply with the provisions of the Act and such rules and regulations.

16. LEASE AGREEMENT

It is recorded that the DOA and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a lease agreement if required and signed by both parties.

17. PERFORMANCE MEASUREMENT PROVISIONS

17.1 Introduction.

Landlord shall provide the services during the term of the contract in compliance with the quality and related standards stipulated in the technical proposal - minimum specifications and the service level agreement (if any).

Compliance. For purposes of the contract the compliance by Landlord with the stipulated responsibilities and service standards will be determined: -

17.1.1 with reference to reports provided by Landlord.
17.1.2 with reference to reports or complaints received from third parties.
17.1.3 by means of user satisfaction surveys conducted by DOA
17.1.4 by means of service reviews, inspections or any audit carried out by or on behalf of the DOA.
17.1.5 Refer to Annexure A “Responsibilities” for maintenance and repairs

17.2 Records. Landlord shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the DOA upon request.

17.3 Measurement of performance

17.3.1 Periodic checks: DOA and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DOA) the purpose of which shall be to determine whether Landlord is providing the Services or leasing the property in accordance with the terms and conditions of the contract if accepted by DOA.

17.3.2 Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Landlord by DOA, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Landlord. Landlord shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the DOA

18. BREACH AND TERMINATON

Landlords are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

19. LOSS AND DAMAGE

Landlord hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Landlord or the failure of Landlord to provide the Services in accordance with the provisions of the contract.

20. SUB-LANDLORDS

Landlord may only sub-contract its obligations under the contract with the prior written consent of the DOA (or any other authorized authority) and then only to a person and to the extent approved by the DOA or such authority and upon such terms and conditions as the DOA or such authority require. It is recorded that where such consent is given Landlord shall remain liable to DOA for the performance of the Services.

21. EVALUATION CRITERIA

The evaluation of the bids will be done in a three-stage process. Administrative Compliance Requirements (completion or attachment of Compulsory documents) followed by technical evaluation will be the evaluation of bids on functionality **and during this stage bids that do not meet the minimum threshold of 65 points on the functionality score will be disqualified and will not be considered for the third stage of evaluation i.e. price and specific goals.**

STAGE ONE – ADMINISTRATIVE COMPLIANCE AND MANDATORY REQUIREMENTS

NOTE: A BIDDER WHO FAILS TO MEET THE BELOW MANDATORY REQUIREMENTS WILL BE DISQUALIFIED FROM FURTHER EVALUATION

Part A: Administrative compliance	
• Completed and signed SBD documents • CSD Registration report with compliant Tax status • In the event of a consortia/joint ventures, a signed agreement by all parties must be submitted with the bid.	
Part B: MANDATORY REQUIREMENTS	Comply (Yes/ No)
1. PROPERTY OWNERSHIP Bidder must be the owner of the leased property. If the owner provides the power of attorney to act on his/her behalf a copy of the power of attorney must be included in the submission of the bid. A signed deed of sale agreement will be considered for property that is sold to one entity to the other. Compliance requirement: • Certified copy of the Title deed if owner is directly bidding or	
• If acting on behalf of the owner attach both certified copy tittle deed and copy of power of attorney/ signed mandate letter or	
• Signed deed of sale agreement by both the buyer and seller	
2. OCCUPATIONAL HEALTH AND SAFETY. • Occupational Health and Safety Certificate (OHS certificate)	

STAGE TWO: FUNCTIONALITY CRITERIA

Proposals received will be evaluated for functionality to determine if prospective supplier does meet the minimum requirements as stated in the specification or terms of reference and must score a minimum of **65 points**. Responses received that fail to score the minimum points on functionality will be eliminated and not considered further.

Stage 2 will be based on written proposals and shall be evaluated based on the following parameters for functionality:

FUNCTIONALITY REQUIREMENTS / IN LOCO INSPECTION	Score
1. ACCESSIBILITY – IN LOCO INSPECTION	**30**
1.1 The proposed offices/facility should be located in Barkly East area within a maximum of 5km radius from town **(15 points).** 1.2 Proximity to main road and public transport **(8 points).** 1.3 Proximity to Other Service Centres, Including Retail and Healthcare Facilities **(7 points).**	
2. PHYSICAL FACILITIES – IN LOCO INSPECTION	**30**
• Leasable Area of minimum of **270.44m²** on occupation **(15 points).** • Ablution facilities including for people with disabilities **(3 points).** • Staircase, ramp and elevator **(2 points).** • Secure parking **(5 points).** • Standby generator & backup water **(5 points).**	
3. INFRASTRUCTURE AND FACILITIES MANAGEMENT	**30**
Secure boundary walls/fence and gates (10 points) Availability of backup water tanks (5 points) Network connection access (10 points) Guard house for Security Guards (5 points) Compliance Requirement: - Physical site verification to be conducted by the Department. Bidder to submit a report on the availability or non-availability of backup water tanks and access to network connection	
4. MAINTENANCE PLAN	**10**
The bidder must complete maintenance schedule outlining the following variables: • Routine/ preventative maintenance (Internal and External) **(5 points).** • Reactive Maintenance (Internal and External) **(5 points).** Bidder should clearly specify the turnaround times around maintenance issues (air conditioning units, fire equipment, electricity, plumbing work, garden services, etc.)	
Total	**100**

STAGE THREE: PRICE AND SPECIFIC GOALS

Bids will be evaluated according to 80/20 preference point system, as prescribed in terms of the Preferential Procurement Policy Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA) The 80/20 preference point system (80 points for price and 20 points for specific goals) is applicable to price quotations and tenders with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included). Bidders are required to provide evidence as listed below for points claimed for specific goals.

Price evaluation	**80**	
Price or quotation offer under consideration		
Total for price	**80**	
Specific Goals	**Preference Points allocated out of the 20**	**Documentation to be submitted by bidders to validate their claim for points**
EME or QSE which is at least 51% owned by black people	5	ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Located in the Province of the Eastern Cape	2	Municipal rates account OR • Letter from councilor confirming residence OR • Lease Agreement
An EME or QSE which is at least 51% owned by women	7	ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4	ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
An EME or QSE which is at least 51% owned by people with disability	2	ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) • Medical certificate • SASSA registration or confirmation of disability from a relevant authority.
Total points	**20**	

- **Please Note:** The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)*(f)* of the PPPFA Act, the contract must be awarded to the tenderer scoring the highest points.

THE FOLLOWING DOCUMENTS WILL BE REQUIRED AT CONTRACT STAGE, FAILURE TO SUBMIT THE DOCUMENTS WILL BE SEEN AS BREACH OF CONTRACT:

a) Electricity compliance certificate

b) Fire regulation - compliance certificate

c) Disability accessibility compliance certificate

d) Occupation certificate

e) Certificate of compliance to the national building regulations

f) Municipal Rates Clearance Certificate or exemption certificate

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

APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE ACCOMMODATION FOR THE PERIOD OF THREE (03) YEARS IN BARKLEY EAST SITUATED IN THE SENQU LOCAL MUNICIPALITY: JOE GQABI DISTRICT

Name of Service Provider: ……

Quotation Number: **SCMU8-26/27-0159**

Closing Time 11:00 on 18 JANUARY 2027

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE

NO	DESCRIPTION	QTY	TOTAL REQUIRED OFFICE SQUARE METER	BIDDER'S SQUARE METER NUMBER QUOTED (m^2)	TOTAL PRICE
1	Deputy Director	01	$12m^2$		
2	State Vet Office	01	$6m^2$		
3	Animal Health Tech	01	$6m^2$		
4	Agri Advisor	01	$6m^2$		
5	Cleaner	01	$3m^2$		
6	Community Animal Health Worker	01	$3m^2$		
7. VETERINARY SERVICES CLINIC					
7.1	Consultation room with hot & cold water + sink	01	$9m^2$		
7.2	Waiting room	01	$6m^2$		
7.3	Operating Room with hot & cold water + sink	01	$15m^2$		
7.4	Storeroom	01	$12m^2$		
7.5	Toilet with sink and tap and washing machine connection	01	$8m^2$		
8	Kitchen with Sink, 3 door cupboard and 3 plugs and be covered with ceramic tiles	01	10 m2		
9	1 x Storeroom / Filing room with shelves	01	$15m^2$		
10	1x Storeroom	01	$20m^2$		
11	Boardroom with 3 power points and Air conditioner	01	$30m^2$		
12.1	Ablution Areas with sink and basin (OHSA Spec) • 1 for Disabled people	01	$7m^2$		

12.2	Ablution Areas with sink and basin (OHSA Spec) • 2 Ablution Areas (1 x Male and 1 x female)	02	$5m^2$ x 2 = $10m^2$		
13.1	Parking Areas: Undercover and lockable garaging for Government Vehicles	01	$13,35m^2$		
13.2	Parking Areas: 1 disabled parking – properly labeled	01	$25,69m^2$		
13.3	Parking space for 04 vehicles	04	$184,44m^2$		
MONTHLY RATE EXCLUSIVE OF VAT					
Total Price for Year 1					
Total Price for Year 2					
Total Price for Year 3					
Total Price for Year 4					
Total Price for Year 5					
Total for Five Years Exclusive of VAT					
VAT (15%)					
Total bid price for five years all inclusive					

AMOUNT IN WORDS:

_____

_____

_____

SIGNATURE OF BIDDER: ……

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

***PLEASE NOTE:** THIS QUOTATION IS NOT SUBJECT TO ANY PRICE ADJUSTMENTS
All increases over the period of the contract to be included in the total price.
No price adjustments or increases will be considered during the period of the contract.

NAME OF SERVICE PROVIDER/ COMPANY: ……

NAME OF AUTHORISED SIGNATORY (IN CAPITALS) ……

SIGNATURE OF AUTHORISED REPRESENTATIVE ……

SIGNED ON THIS……..DAY OF……OF THE YEAR……

ON BEHALF OF**:** ……..

ADDRESS**:** ……

5 FORMS TO BE COMPLETED BY THE BIDDER

THESE FORMS MUST BE COMPLETED USING BLACK INK

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

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

PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

to sign all documents in connection with the Bid No: …… and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals) .....……..……..

.....….....…….....

SIGNED ON BEHALF OF THE COMPANY: .....…….

IN HIS/HER CAPACITY AS: .....…….

DATE: .....……..

SIGNATURE OF SIGNATORY: …….....…….

WITNESSES: 1. …….....

2. .....……

‘

PART B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid in Joint Venture and hereby authorise Mr/Ms . . . . . , authorised signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation

ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT JOINT VENTURE AGREEMENT AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID BEING REJECTED."

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SCMU8-26/27-0159	CLOSING DATE:	18 JANUARY 2027	CLOSING TIME:	11:00
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE ACCOMMODATION FOR THE PERIOD OF THREE (03) YEARS IN BARKLEY EAST SITUATED IN THE SENQU LOCAL MUNICIPALITY: JOE GQABI DISTRICT**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
Themba Kojane Building
Somerset Road/N6
ALIWAL NORTH

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	N Mbebe	CONTACT PERSON	Ms Ma-Awu
TELEPHONE NUMBER	082 816 9959	TELEPHONE NUMBER	082 372 8859
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Nompumelelo.Mbebe@ecagriculture.gov.za	E-MAIL ADDRESS	Kutala.Ma-Awu@ecagriculture.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……..

agriculture

Department:
Agriculture
PROVINCE OF THE EASTERN CAPE

I / We the undersigned: _____

Hereby acknowledge that my / our personal and in certain circumstances special personal information is required by the Department of Agriculture in order to process the support which the Department of Agriculture has been mandated to provide and I / we agree to provide such information requested from Department of Agriculture on the express understanding that:

1. This constitutes my consent as required in terms of Section 11 (1) (a) of the POPIA 2013.
2. The Department of Agriculture officials will access my / our personal information which has been furnished to them for the purposes of the support to be provided and matters ancillary thereto.
3. The Department of Agriculture is authorised to release my / our personal information to the South African Revenue Services, other state departments and designated service providers relevant to the support to be provided.
4. Department of Agriculture does not intend to share my / our personal information for financial gain.
5. I / we acknowledge that my / our contact details will be added to the Producer Farmer Register.
6. The Department of Agriculture will store my / our information in accordance with the POPIA prescripts.
7. The Department of Agriculture have implemented proper Data Privacy rules in respect of management of client information as well as proper internet usage rules and cyber security principles in order to minimize the risk of my / our information being exposed to cyber risks. I acknowledge that I have the opportunity to read through the rules and policies as published on the Department of Agriculture's website and understand that it is my own responsibility to protect my own internet and email connections against interceptions and viruses.
8. I / we confirm that:

- I / we have had the opportunity to review the POPIA policies and rules of the Department of Agriculture.
- I/we have had the opportunity to ask questions regarding my / our information, why it is collected and how it is processed and where it is stored and with whom it is shared.
- I / we consent to the collection, processing and necessary sharing of my / our information by DOA to fulfil its mandate to render agricultural support to me / us.

_____

SIGNATURE

_____

DATE

PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 CONSENT – DOA

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……...
Designation Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME or QSE which is at least 51% owned by black people 5 points	N/A	5	N/A	
Located in the Province where the services will be rendered / item delivered.	N/A	2	N/A	
An EME or QSE which is at least 51% owned by women 7 points	N/A	7	N/A	
An EME or QSE which is at least 51% owned by youth (up to 35 years of age) 4 points	N/A	4	N/A	
An EME or QSE which is at least 51% owned by people with disability 2 points	N/A	2	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE BIDDER

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

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

SIGNED ON BEHALF OF THE BIDDER: ……

6 AGREEMENT FORMS TO BE COMPLETED AFTER AWARD OF THE BID

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……..……. in accordance with the requirements and specifications stipulated in bid number SCMU8-26/27-0159 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE ……..

WITNESSES

1 ……..……

2. ……

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

1 PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..…..accept your bid under reference number SCMU8-26/27-0159 dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……..

OFFICIAL STAMP

WITNESSES

1. …….

2. …….