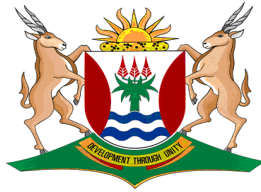


**EASTERN CAPE DEPARTMENT OF RURAL DEV & AGRARIAN REFORM**



**BID FOR:**

**LEASE OFFICE ACCOMMODATION FOR DEPARTMENT OF RURAL DEVELOPMENT AND  
AGRARIAN REFORM-KIRKWOOD CBD**

**BID NO: SCMU8-20/21-0182**

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**CLOSING DATE: FRIDAY, 5 MARCH 2021**

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**CLOSING TIME: 11:00 am**

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**PREPARED BY:**

CORPORATE SERVICES  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM  
64 MUTUAL BUILDING  
GOVAN MBEKI AVENUE  
PORT ELIZABETH  
6001

Tel: 041-4026222

Fax: 086 542 5302

E-mail: [maryann.delange@drdar.gov.za](mailto:maryann.delange@drdar.gov.za)

Website: [www.drdar.gov.za](http://www.drdar.gov.za)

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**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department:** Rural Development and Agrarian Reform

**Contact Person:** Mr Zongezile Mooi

**E-mail:** address: [Zongezile.mooi@drdar.gov.za](mailto:Zongezile.mooi@drdar.gov.za)

**Fax no:** 086 516 4461

**Tel:** 041-402 6312/066 476 4195

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Mary-Ann De Lange  
**Tel:** 041-402 6222

**E-mail address:** maryann.delange@drdar.gov.za

**Fax:** 086 542 5302 / 041 402 6222

**SBD 1**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID NUMBER:** WR **CLOSING DATE:** Friday 05 March 2021 **CLOSING TIME:** 11:00  
**Validity Period:** 90 days

**DESCRIPTION:** OFFICE ACCOMMODATION FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM - KIRKWOOD

**The successful Landlord will be required to fill in and sign a Service Level Agreement**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

**DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**GROUND FLOOR, MUTUAL BUILDING**

**NO. 64 GOVAN MBEKI AVENUE**

**PORT ELIZABETH**

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

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

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

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

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

**NAME OF LANDLORD**

.....

**POSTAL ADDRESS**

.....

**STREET ADDRESS**

.....

RURAL DEVELOPMENT AND AGRARIAN REFORM

TELEPHONE NUMBER

CODE.....NUMBER.....

CELL PHONE NUMBER

.....

FACSIMILE NUMBER

CODE

NUMBER.....

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS A CSD REPORT BEEN SUBMITTED? YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?  
YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR .....☐

[TICK APPLICABLE BOX]

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

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

YES or NO

[IF YES

ENCLOSE PROOF]

For ease of reference, Landlords shall enter their Price in the spaces provided below:

**A: TOTAL BID PRICE FOR 14 MONTHS**  
**(TOTAL OF EVALUATION RENTAL BID**  
**PRICE)**

R \_\_\_\_\_  
(NUMBERS)

\_\_\_\_\_  
(WORDS)

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RATE PER m<sup>2</sup>

R \_\_\_\_\_  
(NUMBERS)

\_\_\_\_\_  
(WORDS)

Please note that all Prices are to be inclusive  
of VAT

NAME OF LANDLORD:

.....

SIGNATURE  
OF LANDLORD .....

DATE  
.....

CAPACITY  
UNDER WHICH THIS BID IS SIGNED .....

Bid prices should coincide with the Bid Price Analysis (Annexure A – EVALUATION BID PRICE)

BID ADVERT

**BID NOTICE**

**PROJECT NAME: OFFICE ACCOMMODATION FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM-KIRKWOOD**

**BID NO.:      Validity Period:      90 Days**

Bids are hereby invited for the **APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISIONING OF SUITABLE OFFICE ACCOMMODATION IN KIRKWOOD CENTRAL BUSINESS DISTRICT (CBD) OR PREFERABLY 0-5 KILOMETRES (KM) FROM THE KIRKWOOD CBD.**

The minimum specifications are detailed in the Bid document.

Bid documents will be available as from 12 February 2021 at the offices of the Department of Rural development & Agrarian Reform at no cost.

Completed bid documents must be in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, located on the ground floor, Department of Rural Development & Agrarian Reform, not later than 11 o'clock on 05 March 2021, when bids will be opened in public.

**The following office space is required:**

<b>Nr</b>	<b>Bid Reference No.</b>	<b>Department</b>	<b>Area</b>	<b>Square Meters (Rentable Area)</b>
<b>1</b>	<b>SCMU8-20/21-0182</b>	<b>RURAL DEVELOPMENT AND AGRARIAN REFORM</b>	<b>KIRKWOOD</b>	<b>109.4 and 8 parking bays</b>

The following Functionality Criteria will be used as **Pre-Qualifying** Criteria for all Landlords. All the criteria must be met or the Bid shall be deemed non-compliant.

**PRE-QUALIFICATION CRITERIA**

- The building must be located preferable the Kirkwood CBD or 0 – 2 km's from the Kirkwood CBD.
- The building must be within 0 – 1km walking distance from the main public transport facility within Kirkwood CBD for both staff members and visitors who utilise public transport.

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- The total size of office accommodation required by the Department and to be offered by the bidder is approximately 109.4m<sup>2</sup> usable area. A variance of only 5% on the usable area shall be accepted
- The building must have 06 parking bays on site.
- Building Area Certificate for the building issued by a suitably qualified entity confirming the total building GLA. SAPOA drawing, Floor Plans
- (See relevant annexure for required format). Annexure I – building area certificate
- The Department requires a single tenant or multi-tenant occupancy scenario and sharing the building with other tenants is not permitted.
- 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.

### **BROAD BASED BLACK ECONOMIC EMPOWERMENT ("B-BBEE") WILL BE AWARDED AS FOLLOWS:**

**Price** - **80 points**

**B-BBEE** - **10 points**

**TOTAL** - **100 points**

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

### **Project Goals**

#### **The following design criteria must be taken into account:**

- Tenant installation as per Department requirements
- **Industrial** and **Warehouse Typology** buildings will not be considered.
- Entire building to be air conditioned. To comply with **SANS 1125 (SABS 1125)**, Room air conditioners.
- If required IT Cabling to be provided and the Server room to be provided with access flooring (as per actual need of the User Department). The cost thereof will be amortised over the Lease Period.
- Paved/tarred Parking bays are required, according to Local Regulatory Authority (NMB). They will be divided into open and covered parking bays as per the Departmental structure and needs.
- Area for a stand-by generator to be provided. Emergency lighting/ generator is required.
- Building should be accessible by Public Transport in the Humansdorp, Eastern Cape Area.

#### **LANDLORDS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- ✓ CIPC or company registration and certified original ID Document copies must be attached.
- ✓ Failure to complete and sign all supplementary information including all SBD forms and the returnable schedules will result in the Bid being eliminated.
- ✓ Adjudication process will be in line with B-BBEE guidelines and the Department of Roads and Public works Supply Chain Management Policy will apply.
- ✓ A CSD Registration form should be attached
- ✓ Copy of Company Registration Certificate with Registrar of Businesses need to be submitted with the Bid.
- ✓ Landlords are required to return the complete set of documents duly signed. All pages to be numbered and initialled.

### **IMPORTANT CONDITIONS**

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

1. 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.



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2. The Department of Rural Development and Agrarian Reform 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.
3. The Department of Rural Development and Agrarian Reform 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.
4. 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. **A certificate to this effect must be issued.**

Drawings/ Architect's plans of the accommodation offered must be submitted

- Lettable areas have to be determined in accordance with the **SAPOA** method for measuring floor areas in office buildings.
5. The commencement date from which rental will be payable or the lease shall begin is subject to the approval of the Department of Rural Development and Agrarian Reform.
  6. The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted on a yearly basis thereafter in accordance with an agreed upon escalation rate starting at the beginning of the **second year**.
  7. No tenders sent by facsimile or e-mail will be accepted.
  8. Landlords are welcome to be present at the opening of tenders.
  9. This annexure is part of the tender documentation and must be signed by the Landlord and attached.
  10. 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.
  11. 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.
  12. **A verification agency may be employed to undertake an assessment of Landlords BEE Status. Landlords deemed to be fronting will be disqualified.**
  13. Landlords who do not comply with the above-mentioned conditions will be eliminated.

**PREFERENTIAL PROCUREMENT REGULATIONS 2011 (B-BBEE) WILL BE AWARDED AS FOLLOWS:**

Price	- 80points
B-BBEE	- 20 points

- ✓ The Department of Rural Development and Agrarian Reform does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- ✓ Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted;
- ✓ **Every page** of the Tender Document is to be initialled; failure to comply shall result in elimination.

**B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES**

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The Department of Rural Development and Agrarian Reform has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

**1.1 GENERAL PREREQUISITES**

A

**Introduction**

This Section covers a general set of prerequisites that have been identified for supply chain management by the DRDAR. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexures. Bidders will not be considered should the prerequisites not be met.

**Criteria**

- a) The following Declarations must be completed: **(SBD4, SBD 8 and SBD 9)**
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.
- f) Bidders proposals that do not meet the specifications will not be considered.
- g) Bidders to supply certified copy's of ID documents

**C. GENERAL CONDITIONS****1.1 PURPOSE OF THE BID: Department of Rural Development and Agrarian Reform.**

The purpose of this is to invite bidders to submit a firm, fixed price proposal for the lease of **approximately 109.4m<sup>2</sup>** of usable area as per the attached spatial template office accommodation and 8 on-site parking bays in Kirkwood Central Business District (CBD) or Preferably 0 – 5 kilometres (km) from the Kirkwood CBD for the *Eastern Cape Department of Rural Development and Agrarian Reform* (“the Department”). Such proposals should fully address the requirements as laid out in this bid document.

**1.2 ISSUING OFFICE****1.3** This Bid has been issued by the Department.

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. In addition to which, the Department subscribes to the principles and objectives of Broad Based Black Economic Empowerment (“B-BBEE”).

**The following office space is required:**

Nr	Bid Reference Nr	Department	Area	Square Meters (Useable Area)
1	SCMU8-20/21-0182	Rural Development and Agrarian Reform	KIRKWOOD CENTRAL BUSINESS DISTRICT (CBD) OR PREFERABLY 0 – 5 KILOMETRES (KM) FROM THE CBD	109.4m <sup>2</sup> and 8 Parking bays

**BROAD BASED BLACK ECONOMIC EMPOWERMENT (“B-BBEE”) WILL BE AWARDED AS FOLLOWS:**

Price	–	80 points
B-BBEE	–	20 points
TOTAL		100 point

#### 1.4 QUESTIONS REGARDING THE BID

The Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this Bid. All questions, enquiries, and requests for clarification of information concerning this Bid should be addressed in writing and telephonically to the following contact person:

Name: Mary-ann De Lange  
E-Mail: maryann.delange@drdar.gov.za

Tel: 041 4026222

A list of Bidder enquiries (without identifying the source of the enquiry) and our responses thereto will be distributed to all Bidders by email correspondence and thereafter no enquiries shall be entertained. Whenever a response to an enquiry would constitute a modification or addition to the original Bid, the reply will be made in the form of an Amendment Notice to the Bid. All enquiries must include:

- The company's name, address and phone number.
- A clear and concise question.
- Relevant paragraph within this Bid to which question relates.

**NB: No meetings with bidders will be entertained.**

#### 1.5 AMENDMENTS TO THE BID

The Department may at its sole discretion amend, revise or add to the Bid prior to the deadline for submission of Bids and, at its own discretion, may extend the deadline for the submission of Bids.

Any changes to the Bid will be in the form of written amendment issued by the Department. Such amendments will be sent by email with receipt acknowledgement requested to all Bidders. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this Bid. Any Bidder who fails to receive such amendments shall not be relieved of any obligation under its proposal as submitted.

The Department reserves the right to withdraw or cancel this Bid at any stage.

#### 1.6 BRIEFING SESSION

NONE

## 2. INSTRUCTIONS FOR SUBMITTING BID PROPOSALS

### 2.1 BID SUBMISSION

All bids must be submitted in hard copy and by no later than Tuesday, 28 January 2020 at the following address:

**Bid Box  
Department of Rural Development  
And Agrarian Reform  
Ground Floor  
Mutual Building  
No.64 Govan Mbeki Avenue  
Port Elizabeth**

**No late, faxed, posted or emailed bid submissions will be accepted.**

### 2.2 BID CLOSING DATE & TIME

The Bid Closing Date and Time is **11:00 on 05 March 2021**

### 2.3 BID SUBMISSION FORMAT

Bids must be submitted in sealed envelopes clearly marked "***Bid for, SCMU8-20/21-0182 OFFICE ACCOMMODATION FOR DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM-KIRKWOOD.***" The Bid must be deposited in the bid box, Ground Floor, Department of Rural Development than 11:00 a.m. on 05 March 2021 where after the bids will be opened in Public.

## 3. RETURNABLE DOCUMENTS

All bidders MUST correctly complete and submit and or provide all the requisite returnable documents as outlined in the table below as part of their bid submission. Where the Department requires that a particular returnable document format should be utilised by bidders, then such format has been included in this Bid as an annexure and the table below provides the relevant annexure reference number.

### **Existing Structure (Building)**

<b>Annexure Reference No.</b>	<b>Returnable Document Name:</b>
1	Certified copies of bidder registration documents. (e.g. Company, CC, Trust, JV, Consortium)

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2	CSD Registration
3	Certified copy of B-BBEE Rating Certificate of the bidder, issued by a Verification Agency accredited by SANAS.
4	SBD 4, 8, 9 (Declaration of interest) forms
5	Company profile of the bidder. (Cipro Certificate)
6	Directors Resolution of Bidder, authorising the bidder to submit a bid proposal in response to this BID (See relevant annexure for required format).
7	Certified copy of either a Title Deed or a Deed of Sale (Offer to Purchase) for the property that is being offered to the Department. The Title Deed or the Deed of Sale (Offer to Purchase) should be in the name of the bidder and clearly indicate the property description
8	Valid Zoning Certificate of the property as issued by the local Municipality
9	Municipal account from the Municipality of not older than 60 days indicating that municipal rates, taxes and services have been paid up to date.
10	List of directors / trustees of the bidder. (See relevant annexure for required format).
11	List of shareholders / members / beneficiaries of the bidder. Certified copies of share certificates to be also provided. (See relevant annexure for required format).
12	Joint Venture Agreement (if applicable) Both parties in a Joint Venture Agreement must produce the required documents stipulate in Annexure1
13	Building Area Certificate for the building issued by a suitably qualified entity confirming the total building GLA. SAPOA drawing, Floor Plans (See relevant annexure for required format). Annexure 2
14	Lift report from the lift maintenance contractor indicating that the lifts in the building are all in good working condition, that they are under maintenance contract and that no major refurbishment of the lifts is required in the next 12 months.
15	Electrical Compliance Certificate for the building.
16	Fire Regulation Compliance Certificate for the building.
17	Occupational Health & Safety Regulation Certificate for the building.
18	Domicilium Citandi et Executandi – in the case of planned building under construction all compliance certificates will be required upon practical completion.

### 3.1 EVALUATION OF BID SUBMISSIONS

The contract resulting from this Bid, if any, will be awarded to the most technically responsive Bidder offering the best value for money to the Department.

Proposals will be evaluated by a Bid Evaluation Committee. The main objective of the Bid Evaluation Committee will be the examination of each bid proposal to determine how effectively it satisfies the Departments requirements. The evaluation of bid submissions will be conducted in (4) phases:

Phase:	Details:
Phase 1	<b>Pre-qualification stage:</b> evaluation of bid submission compliance with the set bid requirements.
Phase 2	<b>Short-listing Stage:</b> functional evaluation of compliant and pre-qualified bid submissions in accordance with the required technical specifications.
Phase 3	<b>Preferred Bidders Stage:</b> Site evaluation of shortlisted buildings.
Phase 4	<b>Winning Bidder Stage:</b> Price and B-BBEE evaluation of preferred bids in accordance to the <b>Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003</b>

Each bid will be required to meet the set criteria at each relevant evaluation stage prior to it proceeding to the next stage of evaluation. Bids that do not meet the set criteria of a particular stage of evaluation will be eliminated.

Only those preferred bidders identified at the end of Phase 3, will have their Envelope 2 opened. The preferred bidder who scores the highest in the Envelope 2 in the 90/10 scoring system will be the winning bidder. **However, the Department reserves the right to withdraw or cancel this Bid at any stage.**

### 3.2 CONTRACT NEGOTIATION AND FORMATION

Any contract awarded pursuant to this Bid will incorporate the requirements, specifications, terms, and conditions contained in this Bid, as well as the contents of the bidder's proposal as accepted by the Department.

**The Department reserves the right to negotiate the modification of proposed terms and conditions with the 1<sup>st</sup> preferred bidder in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory product or service. If the parties are unable to reach agreement, the Department may elect to go to the 2<sup>nd</sup> preferred bidder with the second highest score.**

The successful bidder will be required to sign the Standard Lease Agreement of the Department. No other lease agreement format will be considered by the Department.

### 3.3 PROPOSAL PREPARATION COSTS

All costs incurred in the preparation and submission of proposals and related documentation, including bidder presentation to the Department, will be borne by each bidder.

### 3.4 CLARIFICATION OF BIDS

Prior to contract award, the Department may, at its sole discretion, seek clarification from any bidder regarding any proposal information and may do so without notification to any other bidder.

## **E. Conditions of Contract and Operational Requirements**

### **1. CONTRACT**

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 DRDAR 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.

### **2. FEES AND CHARGES**

- 2.1 The stipulated bid prices shall be subject to yearly escalation for the duration of contract, to be in-line with market related escalations.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services.
- 2.3 To the extent that the DRDAR disputes the correctness, nature, extent or calculation of any fees or expenses payable to Landlord in terms of the contract, DRDAR shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

### **3. GENERAL RESPONSIBILITIES OF THE LANDLORD**

- 3.1 ***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 DRDAR at the relevant institution. Without detracting from the generality of this statement, Landlord shall:-
  - Without delay inform the DRDAR and the appointed DRDAR 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 DRDAR and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.

**3.2 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 DRDAR, co-operate fully with such persons.

**3.3 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.

**3.4 Compliance with procedures.**

It is recorded that during the currency of the contract the DRDAR 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.

3.5 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.

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

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

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

**4. HAZARDOUS MATERIALS**

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

**5. 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 DRPW/Institution and take such remedial action as may be necessary.

**6. 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:-

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

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

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

## **7. LEASE AGREEMENT**

It is recorded that the DRDAR 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.

## **8. PERFORMANCE MEASUREMENT PROVISIONS**

### **8.1 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:-

8.1.1 with reference to reports provided by Landlord;

8.1.2 with reference to reports or complaints received from third parties;

8.1.3 by means of user satisfaction surveys conducted by DRDAR

8.1.4 by means of service reviews, inspections or any audit carried out by or on behalf of the DRDAR.

8.1.5 Refer to Annexure A "Responsibilities" for maintenance and repairs

**8.2 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 DRDAR upon request.

### **8.3 *Measurement of performance***

8.3.1 Periodic checks: DRDAR and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DRDAR) 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 DRDAR.

8.3.2 Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Landlord by DRDAR, 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 DRDAR.

### **9. Breach and Termination**

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

### **10. LOSS AND DAMAGE N/A**

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.

### **11. SUB-LANDLORDS**

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

## EVALUATION CRITERIA

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### SBD 6.1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.**

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#### 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 R 50 Million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 Million (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 Million (all applicable taxes included) and therefore the.....80/20.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African

Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by An organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or

excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

## 5 Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by

an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: .....= .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).



## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO(delete which is not applicable)

### 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 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the

company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1.....

.....  
SIGNATURE(S) OF BIDDER(S)

2.....

.....  
SIGNATURE(S) OF BIDDER(S)

ADDRESS: .....  
.....

DATE: .....

**G:        SPECIFICATION OF MINIMUM REQUIREMENTS AND FINISHES TO WHICH THE BUILDING MUST COMPLY.**

**1    INTRODUCTION**

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. In addition to which, the Department subscribes to the principles and objectives of Broad Based Black Economic Empowerment ("B-BBEE").

The Department intends installing a Provincial Government department that will conduct administrative business operations within the building.

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 minimum technical requirements of the Department.

**2    MINIMUM TECHNICAL & FUNCTIONAL REQUIREMENTS**

(Please note that those technical & functional requirements marked with an asterisk (\*) are disqualification factors if not achieved by the bidder)

**3    GENERAL:**

This specification forms part of the written offer of the bidder and must be initialled and submitted with all other documents.

Any requirements laid down in this specification 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 specification.

### 3.1 CONSTRUCTION AND APPEARANCE OF BUILDING:

1.	The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to the Department of Rural Development and Agrarian Reform. The building shall be fully accessible to the physically challenged. The building must comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act as well as the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. <b>A certificate to this effect must be submitted.</b>
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### 3.2 RECORD ROOMS:

1.	Record rooms shall be rooms with category 1 record room doors which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 150mm thick or of such structure approved by the Department of Roads & Public Works.
2.	Record rooms may have no external windows and all ventilation openings in the walls shall be fitted with fire dampers approved by the Fire Prevention Officer of the Department of Public Works.
3.	All keys shall be handed over to the Department of Roads and Public Works.

### 3.3 ROOM AREAS AND PARTITIONS:

1.	Partition walls shall be used to divide the total floor area of the building into office and other areas required. The walls shall have a noise reduction factor of not less than 45 Db within a range of 100 to 1000 hertz. The factor has a bearing on complete wall sections including glass and doors if any.
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### 3.4 PASSAGE WIDTH:

1.	As a general standard an average passage width with a minimum of 1.5m over short distances shall be provided. Where certain functions within the building necessitate wider passages those specific areas will be identified and the passage width specified as part of the accommodation particulars.
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### 3.5 FLOOR TO CEILING HEIGHTS:

1.	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.
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### 3.6 DOORS, LOCKS AND KEYS:

1.	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.
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### 3.7 FLOOR COVERING:

1.	Floor covering must be of an acceptable standard and quality to last for at least 10 years.
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### 3.8 LIGHTING

1.	<p>Each office shall be provided with its own light switch in a suitable position near the door. Lighting conforming to the following standard must be provided:</p> <table> <tr> <td>Reception areas</td><td>100 lux</td></tr> <tr> <td>General offices</td><td>300 lux</td></tr> <tr> <td>Drawing offices</td><td>500 lux</td></tr> <tr> <td>Passages</td><td>50 lux</td></tr> <tr> <td>Auditoriums</td><td>100 lux</td></tr> <tr> <td>Conference rooms</td><td>100 lux</td></tr> <tr> <td>Classrooms</td><td>200 lux</td></tr> <tr> <td>Libraries</td><td>300 – 400 lux</td></tr> <tr> <td>Store rooms</td><td>200 lux</td></tr> <tr> <td>Parking</td><td>50 lux</td></tr> </table> <p>The lighting levels all measured at working plane. All Lamps and Light Fittings must comply with the Energy Saving Regulations. Office lights to be controlled by motion sensors.</p>	Reception areas	100 lux	General offices	300 lux	Drawing offices	500 lux	Passages	50 lux	Auditoriums	100 lux	Conference rooms	100 lux	Classrooms	200 lux	Libraries	300 – 400 lux	Store rooms	200 lux	Parking	50 lux
Reception areas	100 lux																				
General offices	300 lux																				
Drawing offices	500 lux																				
Passages	50 lux																				
Auditoriums	100 lux																				
Conference rooms	100 lux																				
Classrooms	200 lux																				
Libraries	300 – 400 lux																				
Store rooms	200 lux																				
Parking	50 lux																				

### 3.9. TELEPHONES

1.	<p>Each office, conference room and security control area shall be fitted with a telephone jack in accordance with the requirements of Telkom.</p> <p>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.</p>
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### 3.10 TRUNKING

1.	The trunking servicing the building must conform to latest technological standards.
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### 3.11 FACILITIES FOR CLEANERS

1.	On every floor of a multi-storey building or for every 1 350m <sup>2</sup> gross floor area a cleaner's room of not less than 6m <sup>2</sup> shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4m long shelves and sufficient cross ventilation, preferably by means of an outside window.
----	--

### 3.12 MATERIAL AND FINISHES

1.	<p>All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour.</p> <p>Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the Department of Roads and Public Works.</p>
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### 3.13 INSPECTION

1.	The Department of Rural Development and Agrarian Reform 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 that he wishes to see. 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 Rural Development and Agrarian Reform.
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### 3.14 LOCATION

1.*	The building must be located within the Kirkwood CBD or 0- 2 km's from the CBD.
2.*	The building must be within 0 – 1km walking distance from the main public transport facility within KIRKWOOD CBD for both staff members and visitors who utilise public transport.

**3.15 AVAILABILITY**

1.*	The building <u>MUST</u> be available for occupation by the Department by no later than <u>12 months from receipt of the letter of award</u> . 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.
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**3.16 GENERAL ACCOMMODATION**

1.*	The total size of office accommodation required by the Department and to be offered by the bidder is approximately <b>109.4m<sup>2</sup></b> usable area. A variance of only 5% on the usable area shall be accepted
2.*	The building must have <b>8</b> parking bays on site.
3.	The building must also have access to ample street parking for visitors.
4.*	Building Area Certificate for the building issued by a suitably qualified entity confirming the total building GLA. SAPOA drawing, Floor Plans (See relevant annexure for required format). <i>Annexure I – building area certificate</i>
5.*	The Department requires a single tenant or multi-tenant occupancy scenario and sharing the building with other tenants is not permitted.
6.	The accommodation must allow for the corporate image of the Provincial Government department to be enhanced and clearly visible from the street front.
7.	The accommodation must have adequate trunking and communication service shafts for network communication infrastructure.
8.	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 m <sup>2</sup> of usable office accommodation, an additional two (2) plug points per 150 m <sup>2</sup> 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 of all electrical components will comply in all respects with the requirements and regulations of the following: <b>SANS 10142-2:2003</b> : The Occupational Safety Act and Regulations; and the Local Electrical Supply Authority.
9. *	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.
10.	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.

11.	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)
12. *	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 <b>SANS 10114-1</b> , Interior lighting – Part 1: Artificial lighting of interiors
13.	Bidders must also provide a written warranty that on occupation, the building will comply with all the National Building Regulations.
14.	Vertical or Venetian blinds to be provided on all windows
15.	Public Address system to be installed though out the building
16.	Suspended ceilings to be provided

### 3.17 APPEARANCE

1.	The external and internal appearance of the building must be: “Aesthetically Corporate”
2.	<p>A general description of and clear digital quality colour pictures of examples of the following areas of the building must be provided as part of the bid submission in the case of an existing building:</p> <ul style="list-style-type: none"> <li>• Front façade of the building from the street entrance view;</li> <li>• Entrance foyer or reception area;</li> <li>• Lifts;</li> <li>• Open plan office space areas;</li> <li>• Closed office areas;</li> <li>• Corridors;</li> <li>• Meeting rooms;</li> <li>• Kitchens;</li> <li>• Toilets;</li> <li>• Ceilings;</li> <li>• Floors;</li> <li>• Power skirting</li> <li>• Air-conditioning units;</li> <li>• Firefighting equipment;</li> <li>• Fire escape doors and signage; and</li> <li>• Parking areas.</li> </ul>
3.	The following drawing / documents of the building must be provided as part of the bid submission in the case of a building under construction:



	<ul style="list-style-type: none"> <li>• Finishing schedule</li> <li>• Floor plans</li> <li>• 3D Impression of the Building</li> <li>• All compliance certificates will be required upon practical completion.</li> </ul>
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### 3.18 SECURITY

1.	The external perimeter must be well illuminated at night.
2.	Entrances to the building must be limited to the minimum.
3.	Access to the building must preferably be afforded via one or more manned access control points.
4.	Access Control – full height turn-styles with card access complete with CCTV or alternative security or access control measures. Guardhouse to be provided.

### 3.19 TOILETS

1.*	Separate male and female toilets to be provided on each floor of the building.
2.*	Toilets for disabled persons to be provided in the building
3.	All toilets to have hand washing taps, basins and hand soap dispensing facilities, mirrors, hand dryers, sanitary pack holders etc.
4.	All toilets to be in a good sanitary and working condition.
5.	All ablution facilities must be adequately marked.
6. *	Water supply and drainage for buildings to comply with Water supply installations for buildings <b>SANS 10252-1</b>
7. *	Disabled access and disabled toilet facilities to be provided. All facilities for disabled persons to comply with <b>SANS 10400-S</b>
8. *	<p>The following norms shall be applied:</p> <p><u>Males</u> – 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.</p> <p><u>Females</u> – 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.</p>

### 3.20 KITCHENS

1.*	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. Sink 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.
2.	The small kitchens must have power points to accommodate (1) small fridge, (1) microwave oven and (1) kettle/urn.
3.	All kitchens need to be fitted with a “hydro-boil” for the constant supply of hot water.

### 3.21 LIFTS

1.*	Adequate lifts, if required, must be available for staff to access the office work area from the ground floor for any building that has more than one (1) floor.
2.*	A Lift Condition Report on the current condition of the lifts in the building needs to be included as part of the Returnable Documents.
3*	Proof of a lift maintenance contract must be attached.

### 3.22 AIR – CONDITIONING

1.*	The building must be fitted with a suitable and effective air-conditioning system, catering for the respective work areas (floors) as zones which operate independently. No window air –conditioners will be accepted. To comply with <b>SANS 1125 (SABS 1125)</b> , Room air conditioners.
2.	The bidder must indicate the type of air-conditioning system fitted in the building.
3.	The landlord shall be responsible for the maintenance and repairs in respect of the air-conditioning system during the period of lease.
4.	The landlord will conclude a contract with an independent air-conditioning contractor in terms of which: <ul style="list-style-type: none"> <li>• Complaints in respect of the reported air-conditioning problems need to be logged and responded to within a period of (24) hour of being reported.</li> <li>• Complaints reported in respect of reported air-conditioning problems need to be resolved within five (5) working days after the initial report.</li> </ul>
5.	Proof of air conditioning maintenance contract must be attached.

### 3.23 EMERGENCY POWER SUPPLY

1.*	The building must have an installed emergency power supply unit subject to the size of the building to ensure essential areas, emergency lifts, emergency lighting, computer server room, computer workstations etc., are functioning in the event of a power failure, load shedding. <i>(If not then confirmation of the unit to be installed and timing).</i>
2.*	Bidders must indicate the make and electrical capacity of the emergency power supply unit installed in the building and also provides a list of the standard equipment that it is currently connected to. <i>(If not then confirmation of the unit to be installed and timing).</i>
3.*	An indication of whether the emergency power supply unit can cater for additional equipment. <i>(If not then confirmation of the unit to be installed and timing).</i>
4.*	An indication of how long (duration) the emergency power supply unit can provide emergency power to the standard equipment currently connected. <i>(If not then confirmation of the unit to be installed and timing).</i>

### 3.24 IT SERVER ROOM

1.	The landlord will be required to provide a server room in terms of the SITA minimum requirements for server rooms for Government/Parastatal institutions.
2.	The server room must be equipped with a suitable and sizeable independent air-conditioning unit to cater for the computer equipment.
3.	The air-conditioning unit shall be linked to a fire detection and suppression system (fire suppression system to be provided and maintained by the landlord) and automatically shutdown in the event of a fire.
4.	The landlord will be required to provide two compartment PVC power skirting and CAT 5E cabling in accordance to the latest technical specifications. The number of point required as per the spatial template with one additional point per twenty (20) users for LAN (Local Area Network) printers.

## 4. FINANCIAL PROPOSAL

### 4.1 LEASE TERM

Bidders are therefore requested to submit a financial proposals for 3 years.

### 4.2 TYPE OF LEASE

In terms of this Bid, the Department is seeking to conclude an operating office rental lease. Therefore, the Department will not consider any proposal that is a triple net lease.

**4.3 RENTAL OFFER PRICE**

Bidders should complete the BID PRICE FORM (Annexure A) and place it in envelope marked:

**SCMU8-20/21-0182 , LEASE OF OFFICE ACCOMMODATION & ONSITE PARKING IN KIRKWOOD CBD or 0 – 2 km from the CBD – : Financial Proposal”.**

Only those rental proposals that are submitted in the required format (Annexure A) will be evaluated.

**4.4 BUILDING OPERATING COSTS**

The Department will be responsible for those building operating costs that relate directly to its own tenanting activities and that, where applicable, are separately metered. The Department is prepared to incur the following operating costs:

- water consumption;
- electricity consumption;
- refuse removal;
- internal cleaning services;
- internal security; and
- consumable supplies.

The Department will not be responsible for any other building operating costs.

**4.5 BUILDING MAINTENANCE COSTS**

All building maintenance costs will be the responsibility of the landlord. Day to day planned maintenance and fair wear tear of the building will be the responsibility of the landlord.

Other responsibilities between the landlord and the tenant will be stipulated on the lease agreement.

**4.6 TENANT INSTALLATIONS**

The Department requires that bidders provide tenant layouts indicating the position of the various directorate/components and their respective support areas. The designs are to accommodate their entire requirements as per the attached spatial template.

**THE PROPOSED DESIGNS (TENANT LAYOUT) AS SUBMITTED BY BIDDERS SHALL FORM THE BASIS OF THE TENANT INSTALLATION AND THE COST THEREOF SHALL BE BORNE BY THE BIDDERS. ANY CHANGES TO THE LAYOUT WHICH HAS A COST IMPLICATION SHALL BE GOVERNED BY THE TABLE BELOW.**

NO	DESCRIPTION	UNIT	RATE
1	DRYWALL PARTITIONING	m <sup>2</sup>	
2	GLASS AND ALUMINIUM PARTITIONING	m <sup>2</sup>	
3	GLASS AND ALUMINIUM SINGLE DOOR COMPLETE	EACH	
4	1800x600mm SIDE LIGHT	EACH	
5	PAINT: 1 UNDERCOAT & 2 FINISHING COATS	m <sup>2</sup>	
6	SINGLE: FLUSH PANEL HOLLOW CORE DOOR - COMPLETE	EACH	
7	SINGLE: SEMI SOLID DOOR - COMPLETE	EACH	
8	DOUBLE DOOR: FLUSH PANEL HOLLOW CORE - COMPLETE	EACH	
9	DOUBLE DOOR: SEMI SOLID DOOR - COMPLETE	EACH	
10	CARPET TILES	m <sup>2</sup>	
11	STRIP CARPETS	m <sup>2</sup>	
12	ACCOUSTIC CEILING TILES	m <sup>2</sup>	
13	CLEAN POWER - PLUG	EACH	
14	NORMAL POWER -PLUG	EACH	
15	TWO COMPARTMENT PVC POWER SKIRTING	LM	
16	TELEPHONE JACK	EACH	
17	LAN POINT	EACH	
18	600 x 1200 RECESSED LIGHT FITTING (3 TUBE)	EACH	
19	19x76mm MERANTI SKIRTING - COMPLETE	LM	
20	AIRCONDITIONING UNITS: <i>PLEASE INDICATE SIZES BELOW</i>		
21		UNIT	
22		UNIT	
23		UNIT	
24		UNIT	
25		UNIT	

26		UNIT	

### CHECKLIST OF RETURNABLE DOCUMENTS

<b>Tender Name:</b>	Procurement of approximately 109.4m <sup>2</sup> of office accommodation and 06 onsite parking bays in the KIRKWOOD CBD or approximately 0 – 1 km from the KIRKWOOD CBD.		
<b>Contact Person:</b>	<b>Zongezile Mooi</b>	<b>SCMU8-20/21-0183</b>	<b>041 202 6312</b>

### THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

*(Bidders must tick the "Returnable Document" column to confirm documents have been completed and returned by inserting tick)*

<b>Returnable Document Name:</b>	<b>Submitted: (tick box)</b>
Certified copies of bidder registration documents	
Csd Registration	
B-BBEE rating certificate	
SBD 4, 8, 9 (Declaration of interest) forms	
Company profile (Cipro certificate)	
Valid zoning certificate	
List of Directors of the Bidder	
List of Shareholders of the Bidder	
Resolution of Board of Directors of Bidder (Letter of Authority)	
Title Deed or Deed of Purchase (Offer to Purchase)	
Building Area Certificate	
Municipal account	
Lift report	
Electrical compliance certificate	
Fire regulation compliance certificate	
Occupational health & safety regulation certificate	
Bid Price Form	
The Building Area Certificate	
SAPOA Drawings	
Tenant Layout	

--	--	--

Name of Bidder	Signature	Date
----------------	-----------	------

**H: RESOLUTION OF BOARD OF DIRECTORS****RESOLUTION** of a meeting of the Board of Directors / Members / Partners / Trustees of:

\_\_\_\_\_

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*On \_\_\_\_\_ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid / Tender to ***Eastern Cape Department of Rural Development & Agrarian Reform*** in respect of the following project:

\_\_\_\_\_

*(Project description as per Bid / Tender document)*

Bid / Tender Number: \_\_\_\_\_ (Bid/Tender Number as per Bid/Tender Document)

2. \*Mr/Mrs/Ms:

In \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

And who will sign as follows: \_\_\_\_\_ .

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and / or correspondence in connection with and relating to the Bid / Tender, as well as to sign any contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			

# RURAL DEVELOPMENT AND AGRARIAN REFORM

5			
---	--	--	--

DATE:

Head of Department

Eastern Cape Provincial Department of Rural Development & Agrarian Reform

.....

.....

.....

## I: BUILDING AREA CERTIFICATE

### 1. Rentable Area

Floor	Useable Area	Common Areas		Total Rentable Area *
		Primary Common Area *	Secondary Common Area (if applicable)	
1 <sup>st</sup> Floor	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>
2 <sup>nd</sup> Floor	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>
....etc				
<b>Total</b>	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>

\* excluding all storage spaces.

### 2. Storage Space

Office Storage	Basement Storage	Offsite Storage	Total
m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>

### 3. Supplementary Areas

Floor	Balconies	Service Areas	Signage space	Total
1 <sup>st</sup> Floor	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>	m <sup>2</sup>
2 <sup>nd</sup> Floor				
....etc				
<b>Total</b>				



**4.No. of Parking Bays**

Type of Parking	Total
Basement	
Covered	
Uncovered	
<b>Total</b>	

**Yours truly**

Compiled By:	Company	Signature	Date

**SBD 4****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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 Landlord or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the Landlord 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 Landlord or his or her representative: .....

## RURAL DEVELOPMENT AND AGRARIAN REFORM

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

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 Landlord  
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 Landlord 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 attach 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:

.....

.....

.....

## RURAL DEVELOPMENT AND AGRARIAN REFORM

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 Landlord, 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.

.....  
.....  
.....

2.10 Are you, or any person connected with the Landlord, aware of any relationship (family, friend, other) between any other Landlord and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....  
.....  
.....

### 3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Persal Number

--	--	--	--

#### 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Landlord

**SBD 8**

#### DECLARATION OF LANDLORD'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 Landlord may be disregarded if that Landlord, 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	Is the Landlord or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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4.2	Is the Landlord 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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Landlord 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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Landlord 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:		

### 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 Landlord**

**BD 9**

### 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 Landlord if that Landlord, 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.

**SBD 9**

#### **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 Landlord)

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 Landlord to sign this Certificate, and to submit the accompanying bid, on behalf of the Landlord;
4. Each person whose signature appears on the accompanying bid has been authorized by the Landlord to determine the terms of, and to sign the bid, on behalf of the Landlord;
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 Landlord, whether or not affiliated with the Landlord, 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 Landlord and/or is in the same line of business as the Landlord

**SBD 9**

6. The Landlord 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 Landlord, 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.**

**SBD 9**

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 Landlord



**ANNEXURE A: BID PRICE ANALYSIS****3 YEAR LEASE OFFER PRICE**

Bid No:	<b>SCMU8-20/21-0182</b>	Closing Date:	<b>05 MARCH 2021</b>
Advertising Date:	<b>12 FEBRUARY 2021</b>	Validity Period:	<b>90 Days</b>

**1. PARTICLUARS OF THE BIDDER**

Name of Bidder	
Postal Address	
Physical Address	
Telephone Number	
Cell Phone Number	
Email Address	
VAT Registration Number	

**2. PARTICULARS OF THE BUILDING**

Name of Building	
Address of Building	
Grade of Building	
Market Value of Building	
Municipal Valuation of Building	
Gross Lettable Area of Building (m <sup>2</sup> )	
No. of Parking Bays	
Date accommodation may be occupied	
Commencement date of lease	
Lease Period	<b>3 YEAR</b>
Option Period	<b>1 YEAR</b>

**3. EVALUATION RENTAL BID PRICE (OFFICES, STORAGE & PARKING) FOR EVALUATION PURPOSES ONLY** (All quantities as requested to be utilised in the table below)

Period	Description	Usable Area (m²)/ No. Parking Bays	Rate per m² per month/ Rate per parking bay per month	Monthly Charge	VAT	Total Monthly Rental (including VAT)	Total Annual Rental (including VAT)
Year 1	Office Space		R	R	R	R	R
Year 1	Covered Parking		R	R	R	R	R
Year 1	Uncovered Parking		R	R	R	R	R
<b>TOTAL</b>				<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

Annual Rental Escalation Rate:	
- Office Space	%
- Covered Parking	%
- Uncovered Parking	%

Period	Annual Office Space Rental	Annual Parking Bay Rental	Total Annual Rental (excluding VAT)	VAT	Total Annual Rental (including VAT)
Year 1	R	R	R	R	R
Year 2	R	R	R	R	R
Year 3	R	R	R	R	R
<b>TOTAL</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

Please note that the Department of Rural Development & Agrarian Reform under no circumstances will be held liable for any supplementary areas.

A variance of only five (5) percent will be accepted on the usable area offered as indicated in the spatial template.

**FIRM OFFER/RENTAL OFFER****(OFFICES, STORAGE & PARKING) ACTUAL BID OFFER**

Period	Description	Usable Area (m²)/ No. Parking Bays	Rate per m² per month/ Rate per parking bay per month	Monthly Charge	VAT	Total Monthly Rental (including VAT)	Total Annual Rental (including VAT)
Year 1	Office Space		R	R	R	R	R
Year 1	Covered Parking		R	R	R	R	R
Year 1	Uncovered Parking		R	R	R	R	R
<b>TOTAL</b>				<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

**Annual Rental Escalation Rate:**

- Office Space	%
- Covered Parking	%
- Uncovered Parking	%

Period	Annual Office Space Rental	Annual Parking Bay Rental	Total Annual Rental (excluding VAT)	VAT	Total Annual Rental (including VAT)
Year 1	R	R	R	R	R
Year 2	R	R	R	R	R
Year 3	R	R	R	R	R
<b>TOTAL</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

#### 4. RESPONSIBILITIES

**Note:** The Department is not prepared to accept responsibility for the services or the costs shaded as the grey areas. Please tick relevant party who will be responsible for the respective costs with regard to the unshaded boxes.

4.1 Services	Department	Landlord
4.1.1 Water consumption		
4.1.2 Electricity consumption		
4.1.3 Refuse removal		
4.1.4 Domestic cleaning services		
4.1.5 Consumable supplies i.e. toilet paper & soap		
4.1.6 Supply and fitting of light bulbs		
4.1.7 External Cleaning (windows, gutters, etc.)		

4.2 Maintenance	Department	Landlord
4.2.1 Internal building maintenance		
4.2.2 External building maintenance		
4.2.3 Garden services (if applicable)		
4.2.4 Air conditioning systems		
4.2.5 Lifts		
4.2.6 Fire systems		
4.2.7 Plumbing		
4.2.8 Floor covering (normal wear & tear)		

4.3 Rates & Insurance	Department	Landlord
4.3.1 Municipal rates & taxes (including increases)		
4.3.2 Building insurances (including increases)		
4.3.3 SASRIA insurance (including increases)		

#### 5. PARTICULARS FOR THE PAYMENT OF RENTAL

Account Name	
Bank	
Branch Name	
Branch Code	
Account Number	

<b>Name of duly authorised representative</b>	<b>Signature</b>	<b>Date</b>

Please note that the Department of Rural Development & Agrarian Reform under no circumstances will be held liable for any supplementary areas.

A variance of only five (5) percent will be accepted on the usable area offered as indicated in the spatial template.

**ANNEXURE  
DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the EASTERN CAPE DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM.

.....  
**SIGNATURE OF DECLARER**

**DATE**

.....  
**POSITION OF DECLARER**

**NAME OF COMPANY OF BIDDER**

Should the bidder have, in the opinion of the DRDAR, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the DRDAR may, in its sole discretion:

- \* Ignore any bids without advising the bidder thereof
- \* Cancel the contract without prejudice to any legal rights the DRDAR may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DRDAR and such bidder.

**4.**