

**BID NO 03/FY/21**

**PROVISION OF A SUITABLE OFFICE SPACE ACCOMMODATION IN EAST LONDON FOR THE EASTERN CAPE PARKS AND TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF TWO (2) YEARS**

<b>ADVERTISEMENT DATE:</b>	<b>12 MARCH 2021</b>
<b>CLOSING DATE:</b>	<b>13 APRIL 2021</b>
<b>CLOSING TIME:</b>	<b>11h00am</b>
<b>BIDDER NAME:</b>	
<b>CSD NUMBER:</b>	
<b>TOTAL BID PRICE (Option A)</b>	
<b>TOTAL BID PRICE (Option B)</b>	



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### **BID COMPLETENESS CHECKLIST**

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Advert	
Invitation to Bid (SBD 1)	
General Conditions of the bid	
Terms of Reference	
Evaluation Criteria	
Signed General Conditions of Contract	
Special Conditions of Contract	
Copy of CSD registration Report	
SBD 3.3 (Pricing Schedule)	
Declaration of Interest (SBD 4)	
Preference Claim Form (SBD 6.1)	
Copy of B-BBEE Status Level Certificate or Sworn Affidavit	
Declaration of Bidders past Supply Chain Management Practices ( SBD 8)	
Certificate of Independent Bid Determination (SBD 9)	
Joint Venture Declaration Form	
Joint Venture Agreement	
Authority to sign bid documents	
Company details	
Previous Experience	
<b>DOCUMENTATION REQUIRED FOR EVALUATION (PRE-REQUISITES)</b>	
<b>Proposed Building Size</b> (minimum 3320m <sup>2</sup> rentable area – Option A) (minimum 2022m <sup>2</sup> rentable area – Option B)	
<b>Building Radius</b> Commercial Business Zoned (office use areas). The Building must be located in East London within 1,5 km radius of the City Hall.	
<b>Parking Bays</b>	



<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
(minimum of 84 parking bays, divided into 60 open and 24 covered parking, including 3 bays for the handicapped close to entrance)	
Grade A Offices (See Annexure B)	
Zoning Certificate from the Buffalo City Metropolitan Municipality (BCMM)	
Certificate of Ownership (Title Deed) or letter of authorization from the building owners	
Electrical Compliance Certificate	
Insurance Cover Certificate	
Fire Compliance Certificate	
Plumbing Compliance Certificate	
Certificate of Compliance to National Building Regulation and Occupation Health & Safety Certificate Act (Occupancy Certificate)	
Excluded area (See Annexure C). Annexure C to be signed and returned as part of returnable documents.	
Drawings/Architect's plans of the accommodation offered submitted (Preliminary planning on the floor plans)	
Final layout drawings to be submitted to BCMM Local Building Council for approval	
Methodology (Building Readiness) Building must be available for ECPTA occupation by the 1st October 2021. <ul style="list-style-type: none"> <li>• (Bidders must submit a methodology to authenticate bidders' response on the number of days to get the building ready for ECPTA.) Readiness of the building will be physically verified on site visit. In the case that the building is not ready by the 1st October 2021, the bidder will be liable for rental whereby the ECPTA is still in occupancy of another building</li> <li>• Building Accessibility: The building must be close to public transport routes</li> </ul>	
Copy of Municipal Account (not older than 3 months)	
Signing of checklist	

### **CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its CSD Report and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this bid. Should the Respondent be awarded the contract [**the Agreement**] and fail to present ECPTA with such renewals as and when they become due, ECPTA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which ECPTA may have for damages against the Respondent.



**By signing these bid documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this bid, including those contained in any printed form stated to form part hereof, and ECPTA will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_



ADVERT-BID NO. 03/FY/21

**PROVISION OF A SUITABLE OFFICE SPACE ACCOMMODATION IN EAST LONDON FOR THE EASTERN CAPE PARKS AND TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF TWO (2) YEARS**

Bid documents outlining detailed specifications will be made available from the **15<sup>th</sup> of March 2021** free of charge. Documents can be downloaded from ECPTA website on [www.visiteasterncape.co.za/procurement/tenders](http://www.visiteasterncape.co.za/procurement/tenders) or Treasury website [www.ectreasury.gov.za](http://www.ectreasury.gov.za).

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. All bids must be **deposited in the Tender Box**, at the offices of the **Eastern Cape Parks and Tourism Agency at 17-25 Oxford Street, Corner Oxford & Fleet Street, East London, 5201**, by not later than **11h00 on the 13<sup>th</sup> of April 2021**, at which time the bids will be opened in public. Late, Incomplete, telefaxed or e-mailed submissions will not be considered.

*For all enquiries regarding the bid document please, contact Mr. Mcebisi Sandi at [mcebisi.sandi@ecpta.co.za](mailto:mcebisi.sandi@ecpta.co.za), Tel: 043 492 0685. All technical enquiries please contact Mr. Siviwe Manxiwa at [siviwe.manxiwa@ecpta.co.za](mailto:siviwe.manxiwa@ecpta.co.za), Tell: 043 705 4400*

**BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA), ACT NO 5 of 2000 AND ITS REGULATIONS AS FOLLOWS:**

**STAGE 1: PRE – REQUISITES**

Bids will be evaluated on the set of pre-requisites. Bidders must comply with all the pre-requisites requirements in order to be evaluated on Stage 2 for Price (80) and B-BBEE (20).



**NB: Failure to meet any prerequisites requirements will lead to disqualification of the bid.**

**STAGE 2: PRICE & B-BBEE**

<b>CRITERIA</b>	<b>POINT SYSTEM</b>
Price (Subtotal 80 out of the 100)	80
B-BBEE Status Level of Contribution	20
<b>TOTAL</b>	<b>100</b>

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply;
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest 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;

The following documents must be submitted with the tender document:

- Proof of registration with the Central Supplier Database (CSD)
- Company Profile
- Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
- Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
- Bids submitted are to hold good for a period of 120 days.
- A Joint Venture Agreement must be formalized and submitted with the bid. Bidders must submit written proof of Joint Ventures disclosing partnerships (percentage or names or any other details required by ECPTA)
- In order to meet the requirements of the Eastern Cape Framework for Local Economic Development through Procurement Initiatives, preference will be given to service providers who reside within the Eastern Cape Province.



**SBD 1****INVITATION TO BID****PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	03/FY/21	CLOSING DATE: 13 APRIL 2021		CLOSING TIME:	11h00am
DESCRIPTION	<b>PROVISION OF A SUITABLE OFFICE SPACE ACCOMMODATION IN EAST LONDON FOR THE EASTERN CAPE PARKS AND TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF TWO (2) YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
17-25 Oxford Street, Crn. Oxford and Fleet Street, East London					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Mcebisi Sandi		CONTACT PERSON	Mr Siviwe Manxiwa	
TELEPHONE NUMBER	043 492 0685		TELEPHONE NUMBER	043 705 4400	
FACSIMILE NUMBER	086 205 0595		FACSIMILE NUMBER	086 205 0595	
E-MAIL ADDRESS	<a href="mailto:mcebisi.sandi@ecpta.co.za">mcebisi.sandi@ecpta.co.za</a>		E-MAIL ADDRESS	<a href="mailto:siviwe.manxiwa@ecpta.co.za">siviwe.manxiwa@ecpta.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					





<b>1</b>	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2</b>	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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**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**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS 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 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:

.....



## **GENERAL CONDITION OF THE BID**

### **1. INTERPRETATION**

The word “Bidder” in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word “ECPTA” in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

### **2. EXTENT OF BID**

This contract is for – **PROVISION OF A SUITABLE OFFICE SPACE ACCOMMODATION IN EAST LONDON FOR THE EASTERN CAPE PARKS AND TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF TWO (2) YEARS**

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the ECPTA will constitute a contract binding on both parties.

### **MODE OF BID**

All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a Bid.



**6. INSURANCE CLAIMS, ETC.**

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the ECPTA against all risks or claims which may arise.

It will be required from all bidders to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

**7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

**8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 120 days from the closing date as stipulated in the Bid document.

**8.1 PENALTY PROVISION**

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the ECPTA of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

- [a] All expenses incurred by the ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price and:



- [i] A less favourable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- [ii] A new Bid price.

**9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a “Tax Invoice” for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

**10. PRICE ESCALATION**

All price escalation must be in-line with the inflation rate over the five years of the bid to be provided.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

**12. SAMPLES**

ECPTA may visit the shortlisted bidders to verify readiness and claims made in the tender submission.

**13. DURATION OF THE BID**

It is envisaged that the successful Bidder will be appointed once the bid administration process is finalized and will be required to begin work on the assignment immediately upon appointment.



#### **14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the ECPTA, the contract form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

#### **15. CLOSING DATE / SUBMITTING OF BIDS**

Bids must be submitted in sealed envelopes clearly marked “**BID NO.: 03/FY/21 - PROVISION OF A SUITABLE OFFICE SPACE ACCOMMODATION IN EAST LONDON FOR THE EASTERN CAPE PARKS AND TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF TWO (2) YEARS**” Bids must be deposited in the bid box, 17-25 Oxford Street, East London, not later than 11:h00 a.m on the 13<sup>th</sup> of April 2021. Thereafter bids will be opened in public in the same premises.

***Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Late, Faxed or e-mailed Bids will not be considered.***

#### **16. BID ENQUIRIES**

Enquiries should be directed to the Supply Chain Management Unit. The following officials can be contacted: Mr. Mcebisi Sandi during normal office hours viz. 08:00 – 16:00 Mondays to Fridays. E-mail: [mcebisi.sandi@ecpta.co.za](mailto:mcebisi.sandi@ecpta.co.za)

#### **17. INSURANCE AND INDEMNITY**

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The service provider will be required to carry adequate insurance and produce evidence that he/she is adequately covered by public liability insurance



## **18 VALIDITY PERIOD**

Proposals are to be held valid and binding for 120 days from the closing date of submissions (calculated from, but not including, the due date).

## **19 PAYMENT**

Payment will be made on completion of each deliverables and as agreed with the service provider within 30 days of receipt of the invoice. (15 days for EME's)

## **20 CONTROL OF THE CONTRACT**

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

## **21 AGREEMENT**

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. The successful bidder further agrees as follows:

If any of the terms of this tender are not met, ECPTA reserves the right to cancel the agreement.

The successful bidder will be required to enter into a formal lease agreement with ECPTA. Prior to the commencement of lease, agreement will have to be reached with ECPTA on appropriate methodologies for each item of work.

## **22 IMPORTANT CONDITIONS**

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

### **Compliance to all Municipality Regulations**

Lettable areas have to be determined in accordance with the South African Property Owners Association (**SAPOA**) method for measuring floor areas in office buildings. SAPOA drawings must be submitted indicating the following areas; Bids that do not submit SAPOA drawings shall not be considered.



- Rentable Area
- Useable Area
- Common Area

The commencement date from which rental will be payable or the lease shall begin is subject to the approval of the ECPTA. The lease agreement and payment of rental will commence from the date of occupancy.

The tender forms must not be retyped or redrafted. Alternative Buildings/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 (multiple buildings) as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate envelop.

**The successful Landlord will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the ECPTA in accordance with the norm document and/or specified and minimum requirements.**

**Landlords who do not comply with the above-mentioned conditions will be eliminated.**  
This section is an important part of the tender documentation and must be signed by the Landlord and attached.

I/WE TENDER FOR THE SERVICES AS INDICATED HEREIN SUBJECT TO THE CONDITIONS CONTAINED IN COVERING TENDER FORMS AND THE CONTENTS OF WHICH I/WE ACKNOWLEDGE MYSELF/OURSELVES TO BE FULLY ACQUAINTED.  
TENDER NUMBER: 03/FY/21

SIGNATURE OF LANDLORD: ..... DATE: .....





## **TERMS OF REFERENCE**

### **Introduction**

The Eastern Cape Parks and Tourism Agency (ECPTA), established and mandated in terms of the Eastern Cape Parks and Tourism Agency Act (2 of 2010), is responsible for the management of the Eastern Cape Provincial Parks. In order to achieve its management objectives, the Agency requires services of an external service provider to provide office space accommodation in East London for a period of THREE (3) YEARS with an option to extend for a further period of two (2) years.

### **Deliverables:**

- Photographs to be provided together with floor plan layouts and site plans which are to be fully dimensioned indicating the proposed office accommodation scheme together with all the information as listed above in the “technical pre-requisites” to be submitted in conjunction with the relevant completed tender documentation as prescribed by National Treasury (PFMA).
- The premises tendered must make provision for easy access and facilities for the physically challenged and adequate public parking.
- A recent National Occupational Safety Act report must be submitted as well as recent monthly reports from the Air-conditioning, Lift and Security Companies. (Not older than 1 (one) year)
- The accommodation offered must be on continuous floors. The layout of the various components must allow for effective functioning.
- Architects who have proven ability to Project Management must be made available to co-ordinate layout and design with the Client.
- The proposed layout should cater for flexibility in re-arrangement of office space in consultation with the Client.



- The proposed building must have sufficient ventilation and natural lighting and must comply with the National Building Regulations.
- The building shall comply with the necessary health and safety regulations, as well as environmental regulations that guard against the intrusion of factors like noise and smell.
- The building should make provision for the effective implementation and management of the current Health and Safety regulations surrounding the COVID-19 pandemic.



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

### **GENERAL**

This specification forms part of the written offer of the Landlord and each page must be initialed 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 Landlord and on the drawings. The fact that the ECPTA checked the documentation and approves thereof does not exempt the Landlord from his responsibilities with regards to the fulfillment of the requirements of this specification.

### **CONSTRUCTION AND APPEARANCE OF BUILDING**

- The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to ECPTA.
- 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. A certificate to this effect must be submitted.
- Minimum office accommodation Grading to be provided is to be Grade “A” offices.
- Tenant installation as per ECPTA requirements (20% offices and 80% open plan) of the floor area to be partitioned in demountable partitioning complete with glazed panels.
- Emergency lighting/generator is required (100 kVA).
- Emergency in-line water supply is required (20 kl).
- Disabled access and disabled toilet facilities to be provided. All facilities for disabled persons to comply with SANS 10400-S, including access ramps at minimum 1:12 grade and disabled parking bays.
- Building to comply with all related municipal by-laws and building regulations.



- If the proposed building is on multiple floors, elevators must be in compliance with The Occupational Safety Act and Regulations must be provided.
- Suspended ceilings to be provided.
- Vertical or Venetian blinds to be provided on all external windows or tinted glass where necessary.
- All materials specified to be used must comply with regulations as set out by the South African Bureau of Standards (SABS).
- Public Address system to be installed throughout the building.
- The leased area shall be for the sole use of the tenant and shall not form part of any shared access and/or routes leading to areas that does not form part of the lease.
- A secure tender box must be provided that is accessible at all times.
- Three (3) electrical points to be provided for corporate branding on the building exterior, positions to be confirmed with tenant.
- Dedicated refuse collection area (15 m<sup>2</sup>) to be provided.
- An external undercover area of at least 10 m<sup>2</sup> must be provided at the public entrance to the building.

## **SECURITY**

The following security measures shall be complied with:

- All entrances to the building, which shall be limited to the minimum, must afford entry through one or more access control points.
- External walls of all floors, up to at least 1 metre above floor level, shall be of a heavyweight structure such as 220mm thick brick or 190mm thick concrete.
- Access Control turn-styles with thumb print biometric access control at public entrance.
- Reception desk with information counter to be provided at public entrance.
- Thumb print biometric access control at staff entrance.
- CCTV at all access points to the building and parking areas must be provided.
- An alarm system must be provided.
- Guardhouse/Security Kiosk (3 m<sup>2</sup>) with accessible ablution facilities to be provided at vehicle entrance.



- Security walling to surround the entire complex, including the parking area (min 2100mm high). Alternatively, the perimeter is to be secure to the satisfaction of the ECPTA.

## **RECORD ROOMS**

- 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 masonry of not less than 220mm width or of concrete of not less than 150mm thick or of such structure approved by ECPTA.
- Record rooms may have no windows.
- All ventilation openings in the walls shall be fitted with fire dampers approved by the Fire Prevention Officer of the BCMM/ Department of Roads and Public Works.
- All keys shall be handed over to ECPTA.
- Record room ceilings to be protected by a reinforced concrete slab.
- Separate master key system specific to the Record Rooms.

## **SERVER ROOM**

- The server room at minimum must have the following features:
  - Fully enclosed room with adequate air-conditioning and ventilation
  - Server room ceiling to be protected by a reinforced concrete slab
  - Smoke and fire detector
  - Fire suppression system
  - High-voltage 15A power points (15 dedicated & 5 normal)
  - Two compartment PVC power skirting
  - Raised access flooring

## **ROOM AREAS AND PARTITIONS**

- 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.
- Each office shall have a full-length glazed façade facing the passage, including the door.

### **PASSAGE WIDTH**

- 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.

### **FLOOR TO CEILING HEIGHTS**

- 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.



## **DOORS, LOCKS AND KEYS**

- 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 ECPTA Representative upon occupation of the building.
- Two master keys which can unlock the locks of all offices shall also be provided.

## **FLOOR COVERING**

- Floor covering must be of an acceptable standard and quality to last for the duration of the lease.
- Office flooring to be hard wearing commercial carpet at a minimum supplied rate of R250/m<sup>2</sup>, excluding installation.
- Allow for 125m<sup>2</sup> vinyl flooring in Office Area at a minimum supplied rate of R350/m<sup>2</sup>, excluding installation.
- Circulation space, passages, kitchens and ablutions to be tiled at a minimum supplied rate of R250/m<sup>2</sup>, excluding installation.
- Flooring in store rooms to be grano screed.
- Floor surface in parking area to be hard-wearing concrete or paving.
- Raised access floor in Server room

## **POWER POINTS, NETWORK & TELEPHONE**

- Offices and other rooms where electrical appliances can be used shall be provided with 15 A socket outlets.
- In offices two socket outlets shall be provided for every 12m<sup>2</sup> or part thereof. ECPTA shall indicate any additional socket outlets, which are required, in the accommodation particulars for individual services.
- Electrical circuits for socket outlets shall be secured by means of single phase earth leakage relays having a sensitivity of 25 mA.



- IT cabling to be provided (Category 6E) and the Server room to be provided with access/raised flooring (as per actual need of the User Department). The cost thereof will be amortized over the Lease Period.
- There must be a dedicated switch room on every floor.
- Availability of fiber optic connectivity.
- Two metres of double compartment PVC power skirting to be provided at each workstation, complete with dedicated and normal power points, telephone jack and two network data points.
- The electrical installation shall comply with SANS 10142-1 The wiring of premises – Part 1: Low-voltage installations (Edition 3: 2020)
- The power skirting must conform to the latest technological standards and be SABS standards approved.
- Each conference room and security control area shall be fitted with a telephone jack and a minimum of two network points in accordance with the requirements of the ECPTA IT standards.
- Provision must be made for an electrical and data point in the ceiling of each conference/board room for an overhead projector.
- The user department itself will negotiate with Telkom/Neotel 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.
- Emergency generator must be provided (100 kVA), with sufficient fuel storage for 8 hours continuous run time.
- A dedicated UPS system to be provided.

## LIGHTING

- Each separate division/area of the building shall be provided with its own centrally located master light switch.
- All office light fittings to be controlled by dual technology PIR motion sensors and should be LED energy saving bulbs.
- The lighting levels must all be measured at working plane. All lamps and light fittings must comply with the latest energy saving regulations.
- Lighting conforming to the following standard must be provided:





- Reception areas 100 lux
  - Reception desk 300 lux
  - General offices/Staff Area/Support Area 300 lux
  - Passages 50 lux
  - Libraries 300 – 400 lux
  - Store rooms 200 lux
  - Parking 50 lux
- The installation of all electrical components will comply in all respects with the requirements and regulations of SANS 10142-1: Code of Practice for the Wiring of Premises of the Occupational Safety Act and Regulations, and the Local Electrical Supply Authority.
  - All interior lighting to be in compliance with SANS 10114-1, Interior lighting – Part 1: Artificial lighting of interiors.
  - Emergency lighting must be provided.

## **VENTILATION & AIR CONDITIONING**

- The proposed offices must have sufficient ventilation and comply with health and safety standards.
- The entire building must be air conditioned. The installation must comply with SANS 1125:2004 - Room Air Conditioners and Heat Pumps.
- All habitable areas to be supplied with mechanical installations to supply fresh air.

## **FACILITIES FOR CLEANERS**

- On every floor of a multi-store 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.
- Each Cleaners room shall be provided with a drip sink, 4m long shelves and sufficient cross ventilation, preferably by means of an outside window.



## **WATER SUPPLY**

- Water supply and drainage for the buildings must comply to SANS 10252: Water Supply (Part 1) and Drainage for Buildings (Part 2); and SANS 10254.
- An emergency in-line water supply (20 kl) with pressure pump (4 bar) must be provided.

## **FIRE SERVICES**

- Fire protection to be installed to comply with SANS 10400: Part T – Fire Protection.
- The fire installation must comply with all related municipal by-laws and building regulations.
- Yearly Fire Compliance Certificate to be obtained from the local authorities.

## **MATERIAL AND FINISHES**

- All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour to be approved by the Eastern Cape Parks & Tourism Agency.
- Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the Eastern Cape Parks & Tourism Agency.

## **FURNITURE**

- The successful bid must make provision for the re-use of the existing furniture of the Eastern Cape Parks & Tourism Agency.
- Provision must be made for the on-site measuring of existing furniture and placement on the proposed layout.

## **TOILET FACILITIES**

- Toilet facilities for physically challenged persons have to be provided on every floor and according to norms and standards.



- For every multi- floor building, sufficient toilets shall be made available.
- The following norms shall be applied:

**Males** – staff and public

- A total of five WC's to be provided.
- A total of 5 urinals to be provided.
- One wash hand basin for every two WC's and urinals, or part thereof.

**Females** – staff and public

- A total of ten WC's to be provided.
- One wash hand basin for every two WC's, or part thereof.

## **INSPECTION**

- ECPTA 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/she 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 prior permission from ECPTA.
- The ECPTA will, as part of the evaluation process, inspect the proposed building with the representatives of the bidder.



## SPATIAL REQUIREMENTS- ECPTA

Department	Position	Level	Size	Nr	Office	Shared	Open
<b>CEO's Office</b>	Chief Executive Officer	E4	25 m <sup>2</sup>	1	1		
	Legal Advisor/Board Sec	D4	18 m <sup>2</sup>	1	1		
	Snr Manager: Strategic Projects	D4	18 m <sup>2</sup>	1	1		
	Manager: Strat & Risk Planning	D3	18 m <sup>2</sup>	1	1		
	Legal Practitioner	D2	18 m <sup>2</sup>	1	1		
	Corp Perf & Research Specialist	C4	12 m <sup>2</sup>	1	1		
	Executive Assistant	C2	12 m <sup>2</sup>	1			1
	P/A to Legal Advisor	C1	12 m <sup>2</sup>	1			1
	<b>Sub-Totals</b>		<b>133 m<sup>2</sup></b>	<b>8</b>	<b>6</b>	<b>0</b>	<b>2</b>
<b>Finance</b>	Chief Financial Officer	E1	25 m <sup>2</sup>	1	1		
	Finance Manager	D3	18 m <sup>2</sup>	1	1		
	Supply Chain Manager	D3	18 m <sup>2</sup>	1	1		
	Accounting & Reporting Manager	D2	18 m <sup>2</sup>	1	1		
	Internal Control Manager	D1	18 m <sup>2</sup>	1	1		
	Procurement Supervisor	C4	12 m <sup>2</sup>	1	1		
	Asset Control Officer	C4	12 m <sup>2</sup>	1			1
	Financial Accountant	C4	12 m <sup>2</sup>	1			1
	Management Accountant	C4	12 m <sup>2</sup>	1			1
	Accountant (Projects)	C3	12 m <sup>2</sup>	1			1
	Payroll Supervisor	C2	12 m <sup>2</sup>	1		1	
	Procurement Officer	C2	12 m <sup>2</sup>	3			3
	Financial Reporting Officer	C2	12 m <sup>2</sup>	1			1
	Admin & Logistics Officer	C2	12 m <sup>2</sup>	1			1
	Creditors Supervisor	C2	12 m <sup>2</sup>	1			1
	Audit Officer	C2	12 m <sup>2</sup>	1			1
	P/A to CFO	C1	12 m <sup>2</sup>	1			1
	Buyer	B4	8 m <sup>2</sup>	1			1
	Revenue Clerk	B4	8 m <sup>2</sup>	1			1
	Payments Clerk	B3	8 m <sup>2</sup>	1			1
	Creditors Clerk	B3	8 m <sup>2</sup>	3			3
	Payroll Clerk	B3	8 m <sup>2</sup>	1		1	
	Asset Admin Clerk	B3	8 m <sup>2</sup>	1			1
	Fleet Admin & Log Clerk	B3	8 m <sup>2</sup>	1			1
	Junior Buyer	B2	8 m <sup>2</sup>	1			1
	<b>Sub-Totals</b>		<b>345 m<sup>2</sup></b>	<b>29</b>	<b>6</b>	<b>2</b>	<b>21</b>
<b>Corporate Services</b>	ED: Corporate Services	E1	25 m <sup>2</sup>	1	1		
	Manager Corp Support Serv	D4	18 m <sup>2</sup>	1	1		
	HC Manager	D3	18 m <sup>2</sup>	1	1		
	Manager: Corp Empl Serv	D3	18 m <sup>2</sup>	1	1		
	IMCT Manager	D2	18 m <sup>2</sup>	1	1		
	HC Development Manager	D2	18 m <sup>2</sup>	1	1		
	HC Admin Supervisor	C4	12 m <sup>2</sup>	1		1	
	Database Specialist (IMCT)	C4	12 m <sup>2</sup>	1		1	
	System Administrator (IMCT)	C4	12 m <sup>2</sup>	1		1	
	Network Administrator	C4	12 m <sup>2</sup>	1		1	



	Skills Development Facilitator	C3	12 m <sup>2</sup>	1			1
	Web/Intranet Master	C3	12 m <sup>2</sup>	1		1	
	HC Benefits Practitioner	C3	12 m <sup>2</sup>	1			1
	HC Officer	C2	12 m <sup>2</sup>	3			3
	HC Dev Officer	C2	12 m <sup>2</sup>	1			1
	OHS Officer	C2	12 m <sup>2</sup>	1			1
	Database/Document Controller	C2	12 m <sup>2</sup>	1	1		
	Emp Wellness Officer	C2	12 m <sup>2</sup>	1	1		
	IMCT Technician	C2	12 m <sup>2</sup>	3		3	
	P/A to Director	C1	12 m <sup>2</sup>	1			1
	Helpdesk Support	C1	12 m <sup>2</sup>	1			1
	HC Admin Officer	C1	12 m <sup>2</sup>	2		2	
	Facilities Clerk	B2	8 m <sup>2</sup>	1			1
	General Assistant	A3	8 m <sup>2</sup>	1		1	
	<b>Sub-Totals</b>		<b>383 m<sup>2</sup></b>	<b>29</b>	<b>8</b>	<b>11</b>	<b>10</b>
<b>Marketing</b>	Chief Marketing Officer	E1	25 m <sup>2</sup>	1	1		
	Snr Manager Marketing	D4	18 m <sup>2</sup>	1	1		
	Research&Info Manager	D2	18 m <sup>2</sup>	1	1		
	Experiential Marketing Manager	D2	18 m <sup>2</sup>	1	1		
	Business Events & Partner. Manager	D2	18 m <sup>2</sup>	1	1		
	Brand Manager	D2	18 m <sup>2</sup>	1	1		
	Corp Comm & Media Manager	D2	18 m <sup>2</sup>	1	1		
	Business Events & Part Coordinator	C3	12 m <sup>2</sup>	1			1
	Business Events & Part Officer	C2	12 m <sup>2</sup>	1			1
	Comm Officer	C2	12 m <sup>2</sup>	1			1
	Digital Marketing Officer	C3	12 m <sup>2</sup>	1			1
	Brand Awareness Officer	C2	12 m <sup>2</sup>	3			3
	Experiential Marketing Officer	C2	12 m <sup>2</sup>	1			1
	Research Assistant	C2	12 m <sup>2</sup>	1			1
	Reservation Supervisor	C2	12 m <sup>2</sup>	1	1		
	P/A to Director	C1	12 m <sup>2</sup>	1			1
	Reservation Clerks (Internal)	B4	8 m <sup>2</sup>	2			2
	Information Clerk	B3	8 m <sup>2</sup>	1			1
	Reservation Clerks	B3	8 m <sup>2</sup>	2		2	
	Admin Clerk	B3	8 m <sup>2</sup>	1			1
	Receptionist/Switchboard	B2	8 m <sup>2</sup>	1			1
	<b>Sub-Totals</b>		<b>321 m<sup>2</sup></b>	<b>25</b>	<b>8</b>	<b>2</b>	<b>15</b>
<b>Operations (Biodiversity Conserv)</b>	Snr Manager: PA Expansion	D4	18 m <sup>2</sup>	1	1		
	Snr Manager: Scientific Serv	D4	18 m <sup>2</sup>	1	1		
	Stakeholder Manager	D4	18 m <sup>2</sup>	1	1		
	People & Parks Manager	D2	18 m <sup>2</sup>	1	1		
	Database Manager (Biodiversity)	D2	18 m <sup>2</sup>	1	1		
	Maritime Ecologist	D1	18 m <sup>2</sup>	1	1		
	Systematic Conserv. Planner	D1	18 m <sup>2</sup>	1	1		
	Stewardship Manager	D1	18 m <sup>2</sup>	1	1		
	Environmental Planner	D1	18 m <sup>2</sup>	1	1		



	Manager: Game Trans & Wildlife	D1	18 m <sup>2</sup>	1	1		
	Ecologist	C3-D2	12 m <sup>2</sup>	5		5	
	Specialist Technician	C3	12 m <sup>2</sup>	1			1
	Data Technician	C2	12 m <sup>2</sup>	1			1
	Section Ranger	C2	12 m <sup>2</sup>	1			1
	Technician	C1-C3	12 m <sup>2</sup>	5			5
	Admin Clerk	B3	8 m <sup>2</sup>	2			2
	<b>Sub-Totals</b>		<b>352 m<sup>2</sup></b>	<b>25</b>	<b>10</b>	<b>5</b>	<b>10</b>
<b>Destination Dev</b>	ED: Destination Development	E1	25 m <sup>2</sup>	1	1		
	Snr Manager Dest Development	D4	18 m <sup>2</sup>	1	1		
	Reg Tourism Dev Manager	D2	18 m <sup>2</sup>	4	4		
	Quality Assurance Manager	D1	18 m <sup>2</sup>	1	1		
	Manager: Customer Care	D1	18 m <sup>2</sup>	1	1		1
	Officer: Customer Care	C2	12 m <sup>2</sup>	1			1
	Registrar: Tourism	C3	12 m <sup>2</sup>	1			1
	Tourism Dev Officer	C2	12 m <sup>2</sup>	5			5
	Snr Comm Outreach Officer - GFNR	B4	8 m <sup>2</sup>	1			1
	Outreach Manager	D1	18 m <sup>2</sup>	1			1
	Ecologist	C3-D2	12 m <sup>2</sup>	1	1		
	Legal Support Officer	C3	12 m <sup>2</sup>	1			1
	Stewardship Facilitator	C3	12 m <sup>2</sup>	3			3
	Outreach Administration Clerk	B3	8 m <sup>2</sup>	1			1
	Outreach Officer	C3	12 m <sup>2</sup>	4			4
	Technician	C1-C3	12 m <sup>2</sup>	1			1
	Admin Clerk	B3	8 m <sup>2</sup>	1			1
	<b>Sub-Totals</b>		<b>397 m<sup>2</sup></b>	<b>29</b>	<b>9</b>	<b>0</b>	<b>20</b>
<b>Other-Non Reserves</b>	ED: Biodiversity & Conservation	E1	25 m <sup>2</sup>	1	1		
	Regional Manager	D4	18 m <sup>2</sup>	3	3		
	Snr Manager: Project Management	D4	18 m <sup>2</sup>	1	1		
	Social Responsibility Manager	D1	18 m <sup>2</sup>	1	1		
	Analyst	C5	12 m <sup>2</sup>	1	1		
	Coordinator: Anti-Poaching	C4	12 m <sup>2</sup>	1			1
	Reg. Hospitality Officer	C3	12 m <sup>2</sup>	3			3
	Reg. People & Parks Manager	C3	12 m <sup>2</sup>	1			1
	CLO/Stewardship Officer	C2	12 m <sup>2</sup>	2			2
	Administration Officer	C2	12 m <sup>2</sup>	1			1
	Infrastructure Tech Officer	C2	12 m <sup>2</sup>	1			1
	P/A to Director	C1	12 m <sup>2</sup>	1			1
	Infrastructure Maint. Officer	C1	12 m <sup>2</sup>	1			1
	Admin Clerk (Regional)	B3	8 m <sup>2</sup>	3			3
	Project Administrator	B3	8 m <sup>2</sup>	1			1
	Admin Clerk	B3	8 m <sup>2</sup>	1			1
	<b>Sub-Totals</b>		<b>299 m<sup>2</sup></b>	<b>23</b>	<b>7</b>	<b>0</b>	<b>16</b>
	<b>Totals</b>		<b>2230 m<sup>2</sup></b>	<b>168</b>	<b>54</b>	<b>20</b>	<b>94</b>
<b>SUPPORT AREAS</b>	Cleaners Room (per floor)			1	6 m <sup>2</sup>		
	Pause Room 1 (incl sink & cbd)			1	12 m <sup>2</sup>		



	Pause Room 2 (incl sink & cbd)	1	12 m <sup>2</sup>
	Pause Room 3 (incl sink & cbd)	1	12 m <sup>2</sup>
	Boardroom 1	1	50 m <sup>2</sup>
	Boardroom 2	1	50 m <sup>2</sup>
	Kitchen (close vicinity to Boardrooms)	1	12 m <sup>2</sup>
	Cafeteria	1	36 m <sup>2</sup>
	Mini Boardroom 1	1	30 m <sup>2</sup>
	Mini Boardroom 2	1	30 m <sup>2</sup>
	Server Room	1	20 m <sup>2</sup>
	Store Room (Legal Services & Ops)	1	20 m <sup>2</sup>
	Strong Room Cooler (Ops)	1	20 m <sup>2</sup>
	Strong Room - Ventilated	1	20 m <sup>2</sup>
	IT Store	1	32 m <sup>2</sup>
	LAB – Biodiversity	1	20 m <sup>2</sup>
	Storage - General	1	50 m <sup>2</sup>
	Document Storage – Finance & HCM)	1	50 m <sup>2</sup>
	Outside Pause Area (close vicinity to Cafeteria)	1	50 m <sup>2</sup>
	<b>Sub-Totals</b>		<b>532 m<sup>2</sup></b>
<b>SUMMARY</b>	Staff Area		<b>2230m<sup>2</sup></b>
	Support Area		<b>532m<sup>2</sup></b>
	Useable Area		<b>2762m<sup>2</sup></b>
	plus Common Area (25% Staff Area)		<b>558m<sup>2</sup></b>
	<b>RENTABLE AREA</b>		<b>3320m<sup>2</sup></b>

NB: Bidders need to comply with the attached spatial template for office allocation purposes.

Deviation with the attached will only be considered upon approval by the ECPTA

PLEASE NOTE THAT ECPTA RESERVES THE RIGHT TO PROCURE ONLY THE AREA WHICH IS NEEDED AT THE TIME OF AWARD. THEREFORE THE AREA MENTIONED ABOVE IS SUBJECT TO CHANGE.



## EVALUATION CRITERIA

**BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA), ACT NO 5 of 2000 AND ITS REGULATIONS AS FOLLOWS:**

### **STAGE 1: PRE – REQUISITES**

Bids will be evaluated on a set of pre-requisites. Bidders must comply with all the pre-requisites requirements in order to be evaluated on Stage 2 for Price (80) and B-BBEE (20).

**NB: Failure to meet any prerequisites requirements listed below will lead to disqualification of the bid.**

No	Pre-requisites	Comply	Not Comply	Supporting Documentation [Location/Reference in the bid]
1	Proposed Building Size (minimum <b>3320m<sup>2</sup></b> rentable area – Option A) (minimum <b>2022m<sup>2</sup></b> rentable area – Option B)			
2	Building Radius Commercial Business Zoned (office use areas). The Building must be located in East London within 1,5 km radius of the City Hall.			
3	Building Accessibility The building must be close to public transport routes			
4	Parking Bays (minimum of 84 parking bays, divided into 60 open and 24 covered parking, including			





	3 bays for the handicapped close to entrance)			
5	Grade A Offices (See Annexure B)			
6	Zoning Certificate from the Buffalo City Metropolitan Municipality (BCMM)			
7	Certificate of Ownership (Title Deed) or letter of authorization from the building owners			
8	Electrical Compliance Certificate			
9	Insurance Cover Certificate			
10	Fire Compliance Certificate			
11	Plumbing Compliance Certificate			
12	Certificate of Compliance to National Building Regulation and Occupation Health & Safety Certificate Act (Occupancy Certificate)			
13	Excluded area (See Annexure C).			
14	Drawings/Architect's plans of the accommodation offered submitted (Preliminary planning on the floor plans)			
15	Final layout drawings to be submitted to BCMM Local Building Council for approval			
16	<p>Methodology (Building Readiness)</p> <p>Building must be available for ECPTA occupation by the 1st October 2021.</p> <ul style="list-style-type: none"> <li>(Bidders must submit a methodology to authenticate bidders' response on the number of days to get the building ready for ECPTA.) Readiness of the building will be physically verified on site visit. In the case that the building is not ready by the 1st October 2021, the bidder will be liable for rental whereby the ECPTA is still in occupancy of another building</li> </ul> <p>Building Accessibility: The building must be close to public transport routes</p>			



17	Copy of Municipal Account (not older than 3 months)			
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**STAGE 2: PRICE & B-BBEE**

CRITERIA	POINT SYSTEM
Price (Subtotal 80 out of the 100)	80
B-BBEE Status Level of Contribution	20
<b>TOTAL</b>	<b>100</b>

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply;
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest 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;

The following documents must be submitted with the tender document:

- Proof of registration with the Central Supplier Database (CSD)
- Company Profile
- Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
- Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
- Bids submitted are to hold good for a period of 120 days.
- A Joint Venture Agreement must be formalized and submitted with the bid. Bidders must submit written proof of Joint Ventures disclosing partnerships (percentage or names or any other details required by ECPTA)
- In order to meet the requirements of the Eastern Cape Framework for Local Economic Development through Procurement Initiatives, preference will be given to service providers who reside within the Eastern Cape Province.



## GENERAL CONDITIONS OF CONTRACT

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

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

**“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative;

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

**“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.

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

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

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

**“Day”** means calendar day.



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

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

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

**“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

**“ECPTA”** means Eastern Cape Parks & Tourism Agency.

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

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

**“GCC”** means the General Conditions of Contract.

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

**“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the



provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

**“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;

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

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

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

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

**“Purchaser”** means the organization purchasing the goods.

**“Republic”** means the Republic of South Africa.

**“SCC”** means the Special Conditions of Contract.

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

**“Signature date”** means the date of the letter of acceptance;



“**Tender**” means an offer to supply goods/services to ECPTA at a price;

“**Tenderer**” means any person or body corporate offering to supply goods/services to ECPTA;

“**Written**” or “**in writing**” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

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

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

## **3. General**

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

3.2 Invitations to bid are usually published in locally distributed news media and on the institution’s website.



#### **4. Standards**

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

#### **5. Use of contract documents and information; inspection**

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

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

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

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

#### **6. Patent rights**

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





When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

## **7. Performance security**

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

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

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

a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or a cashier's or certified cheque.

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

## **8. Inspections, tests and analyses**

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

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

If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be



carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

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

## **9. Packaging**

The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The



packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

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

#### **10. Delivery and documents**

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

The provider may be required to provide any or all of the following services, including additional services, if any:

Performance or supervision of on-site assembly and/or commissioning of the supplied goods; furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing



of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and

Training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or



workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

## **16. Payment**

The method and conditions of payment to be made to the provider under this contract shall be specified

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

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

Payment will be made in Rand unless otherwise stipulated.



## **17. Prices**

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

## **18. Increase/decrease of quantities**

In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

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

## **20. Assignment**

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

## **21. Subcontracts**

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

## **22. Delays in the provider's performance**

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



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

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

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

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

## **23. Penalties**

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



performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **24. Termination for Default**

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

if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; if the provider fails to perform any other obligation(s) under the contract; or if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

## **25. Anti-Dumping and Counter-Vailing Duties and Rights**

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





## **26. Force Majeure**

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

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

## **27. Termination for Insolvency**

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

## **28. Settlement of Disputes**

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

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



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

28.4 Notwithstanding any reference to mediation and / or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.



## **29. Limitation of Liability**

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

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

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

## **30. Governing Language**

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

## **31. Applicable Law**

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

## **32. Notices**

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

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



**33. Taxes and Duties**

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

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

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

**34. Transfer of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**35. Amendment of Contracts**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF BIDDER**



**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING SPECIAL CONDITIONS OF THE BID:**

In addition to those (The Conditions) stipulated in any other sections of the bid documents, potential bidders should be especially aware of the following terms and conditions:

- The current use of land must be strictly office use and building must be currently zoned for office use.
- The ECPTA's Supply Chain Management policy will apply.
- The ECPTA does not bind itself to accept the highest 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.
- The following documents must be submitted with the bid document:
  - A copy of the CSD report must be submitted with bid.
  - Company Registration Certificate and Shareholder's Certificate showing ownership details of the company
  - Company Profile
  - Certified Copy or an original B-BBEE STATUS LEVEL CONTRIBUTOR CERTIFICATE OR SWORN AFFIDAVIT.
- Bids submitted are to hold good for a period of 120 days.
- A service level agreement shall be signed with the successful service provider.
- ECPTA will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bid. Identity documents of the owners of the company and credentials of the company and team to be involved in the project, to be included with the bid as they will be subjected to vetting ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider.
- Only bidders that have met the requirements of the bid specification shall be considered during the adjudication process.
- No bids will be considered if the bidder did not fully complete and sign all the relevant pages in the bid documents. If the bidder does not meet this requirement it will be automatically disqualified.



- Companies that bid as joint venture must submit a signed business agreement by both parties. If the service provider does not meet this requirement it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.
- Bids will be subjected to an Initial screening process. During this phase, bid documents will be reviewed to determine compliance with tax matters and whether original and valid tax clearance certificates have been submitted with the bid documents at closing date and time of bid.
- Bidders must accurately complete the entire document as well as SBD Forms and make necessary declarations.

#### SPECIAL NOTE

The situation pertaining to the building in terms of the Tobacco Products Control Act 1993 (No 93 of 1993) and the Tobacco Products Control Amendment Act 1999 (No 12 of 1999) must be clearly indicated



**CENTRAL SUPPLIER DATABASE (CSD SUMMARY REPORT)**

**It is a condition of bid that the bidder is registered with the National Treasury Central Supplier Database (CSD) register.**

**ATTACH CSD SUMMARY REPORT HERE**



**SBD 3.1**

**PRICING SCHEDULE – OPTION A**

(FULL RENTABLE AREA)

Name of bidder..... Bid number 03/FY/21

Closing Date: 13 APRIL 2021

Closing Time 11:00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

**Breakdown of Form of Offer:**

Period	Description	Rentable Area (m <sup>2</sup> )/ No. Parking Bays	Rate per m <sup>2</sup> 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	3320m <sup>2</sup>	R	R	R	R	R
	Covered Parking	24	R	R	R	R	R
	Uncovered Parking	60	R	R	R	R	R
Contingencies (Unforeseen alterations and requirements by tenant, only to be used with approval from tenant)							R 200,000.00
<b>TOTAL</b>				<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>





<b>Period</b>	<b>% Escalation</b>	<b>Annual Office Space Rental</b>	<b>Annual Parking Bay Rental</b>	<b>Total Annual Rental (including VAT)</b>
Year 1	0	R	R	
Year 2 (including annual escalation)		R	R	
Year 3 (including annual escalation)		R	R	
Year 4 (including annual escalation)		R	R	
Year 5 (including annual escalation)		R	R	
	<b>TOTAL</b>			<b>R</b>

NB: Bidders must provide a detailed pricing schedule in their company letterhead. The pricing schedule must include all costs associated with the readiness of the building.

I CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS TRUE AND CORRECT.  
I FURTHER ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.



## FORM OF OFFER

FORM OF OFFER FINAL TOTAL IN RAND VALUE INCLUSIVE OF VAT	R
FORM OF OFFER FINAL TOTAL (IN WORDS) INCLUSIVE OF VAT	

NAME OF LANDLORD: \_\_\_\_\_

SIGNATURE OF LANDLORD: \_\_\_\_\_

DATE: \_\_\_\_\_

CAPACITY IN WHICH THE BID IS SIGNED: \_\_\_\_\_

### **QUESTIONNAIRE – TENDER PARTICULARS**

Name of building: \_\_\_\_\_

Address of Building: \_\_\_\_\_

Municipal valuation of building: \_\_\_\_\_

Gross rentable area of accommodation: \_\_\_\_\_

Date of occupation: \_\_\_\_\_

Value Added Tax Number: \_\_\_\_\_



**SBD 3.2**

**PRICING SCHEDULE – OPTION B**

(60% OF RENTABLE AREA)

Name of bidder..... Bid number.....

Closing Date..... Closing Time 11:00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

**Breakdown of Form of Offer:**

Period	Description	Rentable Area (m <sup>2</sup> )/ No. Parking Bays	Rate per m <sup>2</sup> 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	2022m <sup>2</sup>	R	R	R	R	R
	Covered Parking	24	R	R	R	R	R
	Uncovered Parking	60	R	R	R	R	R
Contingencies (Unforeseen alterations and requirements by tenant, only to be used with approval from tenant)							R 200,000.00
<b>TOTAL</b>				<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>



<b>Period</b>	<b>% Escalation</b>	<b>Annual Office Space Rental</b>	<b>Annual Parking Bay Rental</b>	<b>Total Annual Rental (including VAT)</b>
Year 1	0	R	R	
Year 2 (including annual escalation)		R	R	
Year 3 (including annual escalation)		R	R	
Year 4 (including annual escalation)		R	R	
Year 5 (including annual escalation)		R	R	
	<b>TOTAL</b>			<b>R</b>

NB: Bidders must provide a detailed pricing schedule in their company letterhead. The pricing schedule must include all costs associated with the readiness of the building.

I CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS TRUE AND CORRECT.  
I FURTHER ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.



**FORM OF OFFER**

<b>FORM OF OFFER FINAL TOTAL IN RAND VALUE INCLUSIVE OF VAT</b>	<b>R</b>
<b>FORM OF OFFER FINAL TOTAL (IN WORDS) INCLUSIVE OF VAT</b>	

NAME OF LANDLORD: \_\_\_\_\_

SIGNATURE OF LANDLORD: \_\_\_\_\_

DATE: \_\_\_\_\_

CAPACITY IN WHICH THE BID IS SIGNED: \_\_\_\_\_

**QUESTIONNAIRE – TENDER PARTICULARS**

Name of building: \_\_\_\_\_

Address of Building: \_\_\_\_\_

Municipal valuation of building: \_\_\_\_\_

Gross rentable area of accommodation: \_\_\_\_\_

Date of occupation: \_\_\_\_\_

Value Added Tax Number: \_\_\_\_\_



**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number:  
.....

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

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....



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

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

.....

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

Any other particulars:

.....

.....

.....

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



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:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication

**YES/NO**





of this bid?

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal 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 IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder



**SBD 6.1  
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.2 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<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 submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE



status level of contribution are not claimed.

- 1.5 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;



(h) “**proof of B-BBEE status level of contributor**” means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act;

(i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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



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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.



**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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



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

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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





8.8 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....



**B-BBEE STATUS LEVEL CERTIFICATE or SWORN AFFIDAVIT**

**ATTACH B-BBEE STATUS LEVEL  
CERTIFICATE OR SWORN AFFIDAVIT HERE**



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

This Standard Bidding Document must form part of all bids invited.

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.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-  
 abused the institution's supply chain management system;  
 committed fraud or any other improper conduct in relation to such system; or  
 failed to perform on any previous contract.

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 bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (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).	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars: <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

Date

.....

Position

Name of Bidder



## CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.

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.

2. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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. 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 Bidder) I have read and I understand the contents of this Certificate; understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications,  
abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.



The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices; 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.

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

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.



.....  
Signature Date

.....  
Position Name of Bidder





## JOINT VENTURE DISCLOSURE FORM

### GENERAL

- i. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.



**1. JOINT VENTURE PARTICULARS**

a) Name

b) Postal address

.....  
.....

d) Physical address.....

e) Telephone.....

f) Fax.....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of the Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:



**2.2(a)** Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:



3.2(a) Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3.3(a) Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**



**5. OWNERSHIP OF THE JOINT VENTURE**

- a) **Affirmable Joint Venture Partner ownership percentage(s)**  
.....%
- b) **Non-Affirmable Joint Venture Partner ownership percentage(s)** .....%
- c) **Affirmable Joint Venture Partner percentages in respect of: \***
  - (i) Profit and loss sharing
  - (ii) Initial capital contribution in Rands

\*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rands
- (iv) contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

**RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	<b>NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		



	AFFIRMABLE PARTNERS	JOINT VENTURE	PARTNER NAME
a)			
b)			
c)			
d)			
e)			

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans



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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations



.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....





.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT DESIGNATION	FUNCTION	/	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint-Venture Partner".



**10. PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture



.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....



Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorized to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....



Signature.....

Duly authorized to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....



**JOINT VENTURE AGREEMENT**

**ATTACH A COPY OF JOINT VENTURE  
AGREEMENT HERE**



## AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.



**COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name	
Company Registration Number	
VAT Number	
Bank Name	
Branch Name	
Bank Account Number	
Professional Registration Details	
Professional Indemnity Details	





**PREVIOUS EXPERIENCE**

Previous experience is an important evaluation criterion and it is therefore important that the following information is provided.

<b>Details of references</b>		
1	Employer	
	Description of work	
	Date	
	Duration of Contract	
	Contact Person	
	Contact No.	
2	Employer	
	Description of work	
	Date	
	Duration of Contract	
	Contact Person	
	Contact No.	
3	Employer	
	Description of work	
	Date	
	Duration of Contract	
	Contact Person	
	Contact No.	

**NB: ATTACH WRITTEN PROOF OF COMPANY EXPERIENCE HERE. PROOF CAN BE IN A FORM OF APPOINTMENT LETTERS, WRITTEN TESTIMONIALS, COPY OF PURCHASE ORDERS E.T.C**

