



**BID NO: NGB 002 (2022/2023)**

# **REQUEST FOR PROPOSAL**

**ACQUISITION OF OFFICE PREMISES**

**27 November 2022**

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# 1. PART A: INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE ACQUISITION OF OFFICE PREMISES**

## 1.1 Description of services:

- 1.1.1 Suitable and qualified suppliers are hereby invited to submit proposals and quotations for office premises available for sale.
- 1.1.2 This bid seeks to conclude a contract with an appropriately qualified entity to offer office premises, through a sale option, to the National Gambling Board (NGB).
- 1.1.3 Bidders<sup>1</sup> must prepare a detailed proposal and quote based on the specifications outlined in Part B, as well as within the guidelines provided in the Evaluation Criteria (Part C).

## 1.2 Pertinent Bid Information:

1.2.1 <b>Bid number</b>	Bid No: NGB 002 (2022/2023)
1.2.2 <b>Closing time</b>	11H00 Central African Time (CAT)
1.2.3 <b>Closing date</b>	19 January 2023
1.2.4 <b>Compulsory briefing session and compulsory site inspection of NGB premises</b>	09 December 2022 at 11H00 Central African Time (CAT) at NGB offices
1.2.5 <b>Description</b>	Detailed response to the terms of reference is required
1.2.6 <b>Bid validity period</b>	Offer to be valid for one hundred and eighty (180) days from the closing date of the tender
1.2.7 <b>Contract duration</b>	Once-off sale agreement

- 1.3 The successful bidder will be required to sign a written Sale Agreement.
- 1.4 Bid documents must be submitted to: The National Gambling Board, 420 Witch-Hazel Avenue, Eco-Glades 2, Block C, Eco-Park, Centurion, 0144.
- 1.5 Only bids submitted directly to the NGB on / before the closing date as indicated above shall be accepted (no faxes or emailed bids will be accepted).

<sup>1</sup> “**Bidder**” means an institution/consortium/company/trust/individual who holds title to the property and who is submitting a bid proposal for the acquisition of office premises in accordance with the Request for Proposal: NGB 002 (2022/2023)

- 1.6 Bidders should ensure that bids are delivered before the closing date and time and to the correct address. If the bid is late, it will not be accepted for consideration.
- 1.7 Bids must be delivered between 08H30 and 16H00 (CAT), Mondays to Fridays, prior to the closing date, and between 08H30 and 11H00 (CAT) on the closing date.
- 1.8 **A three (3) envelope system** will apply. Therefore, technical, probity and financial proposals must be submitted in separate, sealed envelopes clearly marked “Technical Proposal” “Probity” and “Financial Proposal” at the same time.
- 1.9 Bids will be **evaluated** in accordance with either the **80/20** or **90/10** preference point system contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), and the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.10 Technical proposals will be opened at **11H15 (CAT)** on the **19 January 2023**.
- 1.11 Financial Proposals will be opened only after the technical proposals have been evaluated and only with respect to the proposals that achieve the minimum qualifying score for functionality. A list of all bidders, excluding their Bid Prices will be published on the NGB’s website and the National Treasury E-Tender Portal (if available) within 10 days after the closing date.
- 1.12 All bids must be submitted on the NGB official forms.
- 1.13 This bid is subject to the General Conditions of Contract (GCC), as well as Special Conditions of Contract (SCC).
- 1.14 There is a compulsory briefing session and compulsory site inspection of the NGB premises on **09 December 2022** at 11H00 Central African Time (CAT). The **deadline** for written queries is **15 December 2022** at **16H00**.
- 1.15 Only bidders that attend the compulsory briefing session and site inspection will be considered for this bid. An attendance register must be signed by bidders as confirmation of attendance. Failure to sign the attendance register in the name of the bidder submitting a response to the bid will result in the bid not being considered for further evaluation.
- 1.16 Bids that **do not comply** with the mandatory aspects of this document **shall not** be considered for evaluation.
- 1.17 Bids submitted that **do not comply** with the following, will be considered **non-responsive**, and **will not be considered for evaluation**:
  - 1.17.1 A bid that is not in the format prescribed.
  - 1.17.2 A bid without some or all of the required documents.
  - 1.17.3 Pricing schedules not in the required format.

- 1.17.4 Bid proposals that do not include a company resolution or power of attorney authorising a particular person to sign bid documents. Failure to provide such proof of authority to sign the bidder's proposal will render the bid materially incomplete and thus non-responsive.
- 1.17.5 Bidders that do not attend the compulsory briefing session and site inspection. Failure to sign the attendance register in the name of the bidder submitting a response to the bid will result in the bid not being considered for further evaluation.
- 1.17.6 Proposals that are not submitted in three (3) separate, clearly marked / labelled and sealed envelopes / packages as indicated under PART C of this Request for Proposal (RFP).
- 1.18 Furthermore, any alterations, changes, supplements to the tender document will be published on [www.ngb.org.za](http://www.ngb.org.za).
- 1.19 **Confidentiality:** The bid and all related information shall be held in strict confidentiality by bidders and usage of such information shall be limited to the preparation of the bid. All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding the NGB or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the Accounting Authority or the delegated official.
- 1.20 **Intellectual Property, Inventions and Copyright:** Copyright of all documentation relating to this assignment belongs to the NGB. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Accounting Authority (AA) or the person delegated. All the intellectual property rights arising from the execution of this Agreement remain with the NGB which shall be entitled to cede and assign such and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential. In the event that the service provider would like to use any information or data generated in terms of the services rendered, prior written permission must be obtained from the NGB. The NGB shall own all material produced by the service provider during the course of or as part of rendering the services.
- 1.21 Neither the bidder, nor any of the members of the specification, evaluation and adjudication committee and / or the opening team, shall have any existing or potential conflict of interest during the course of undertaking the tendered project.
- 1.22 Any conflict of interest which can or has the potential to harm the integrity of the evaluation shall explicitly be disclosed by the bidder, providing detailed information on the scope and factors of such association with any or either object of the evaluation or any person involved in the intervention. In such cases the bidder must elaborate on how this conflict of interest would be handled by the bidder.

1.23 Based on the information provided by the bidder, the evaluation committee will make a recommendation regarding the bidder's conflict of interest to the Bid Adjudication Committee (BAC) and the AA for final decision.

1.24 Any queries regarding the bidding process and technical information may be directed to:

**Name:** Procurement Practitioner

**Email:** [scm@ngb.org.za](mailto:scm@ngb.org.za)

1.25 The closing date and time for **written queries** is **15 December 2022 at 16H00 (CAT)**. Only written queries will be considered and responded to.

## 2. PART B: TERMS OF REFERENCE

### 2.1 INTRODUCTION AND MANDATE

2.1.1 The NGB is a statutory body established in terms of the National Gambling Act, 2004 (Act 7 of 2004) to provide for the co-ordination of concurrent national and provincial legislative competence over matters relating to casinos, racing, gambling and wagering, and to provide for the continued regulation of those matters.

2.1.2 The NGB is listed as a Schedule 3A public entity in the Public Finance Management Act, 1999 (Act 1 of 1999).

### 2.2 PROJECT OBJECTIVE

- 1) The objective of this RFP is to obtain proposals from bidders who will **sell suitable office premises** to the NGB.
- 2) The bidder should meet the ethical principles applicable to the property management industry.
- 3) The NGB is located at 420 Witch Hazel Avenue, Eco Park, Block C, Centurion, and occupies office accommodation that is leased from a third party.
- 4) The total floor space currently leased is 1600m<sup>2</sup>. The NGB intends to buy suitable office premises that will accommodate its current staff complement of thirty-eight (38) employees which is projected to grow to forty-five (45) employees.

### 2.3 MANDATORY REQUIREMENTS

- 1) The required office space should meet the following criteria:

NO.	DESCRIPTION	YES	NO	COMMENT
<b>1.</b>	<b>LOCATION:</b>			
1.1	Office premises are required within a 20 km radius from the Central Business District in Pretoria Central.			
1.2	The office premises must not be too close to restricted areas which will negatively affect mobile communication.			
1.3	The office premises must be located in a safe area where officials will not be at			

NO.	DESCRIPTION	YES	NO	COMMENT
	risk when arriving or leaving the offices outside normal working hours.			
1.4	The office premises must afford easy access to public transport and major roads such as highways. It must enable easy access to highways leading to airports, Gautrain, and close proximity to malls.			
1.5	Staff and visitors must have access to the premises by means of public transport, taxis, buses, and trains thus close proximity to such infrastructure is essential.			
1.6	The building must be in close proximity to parking facilities to accommodate visitors and people attending training/meetings.			
1.7	The office premises must be zoned for commercial use.			
<b>2.</b>	<b>REQUIREMENTS FOR THE OFFICE PREMISES:</b>			
2.1	The NGB requires <u>office premises</u> for the approximate number of forty-five (45) staff members as well as a <u>computer server room</u> , general <u>storage space</u> and security room.			
2.2	The size of the office premises must be a minimum of 1800m <sup>2</sup> and higher floor space, <b>Grade A or higher.</b>			
2.3	Where the prospective bidder is not the registered property owner, such a bidder must be a registered Property Practitioner in terms of the Property Practitioners Regulatory Authority, 2019 (Act 22 of 2019). Evidence of Registration i.e. Fidelity Fund Certificate must be provided.			
2.4	The office premises must incorporate approximately a minimum of fifty (50) closed parking bays.			
2.5	The building must have adequate <u>trunking</u> and <u>communication service shafts</u> for the network communication infrastructure.			



NO.	DESCRIPTION	YES	NO	COMMENT
2.6	The electrical supply to the office building must cater for <u>normal- and clean power and must be balanced</u> . <i>NB: all red plugs to have hard top.</i>			
2.7	The premises must have a secure area for an industrial back-up generator which is 4 meters long, 1.3 meters wide and 1.7 meters high.			
2.8	The office premises must provide for adequate access for persons with physical disabilities, i.e. handicapped, etc. including toilet facilities.			
2.9	The office premises must be enclosed and clearly demarcated to prevent unauthorized access to any area.			
<b>3.</b>	<b>GENERAL REQUIREMENTS:</b>			
<b>3.1</b>	<b>Compliance</b>			
3.1.1	The office premises must comply with the National Building Regulations and Standards Act, 1977 (Act 103 of 1977) as well as the Occupational Health and Safety Act, 1993 (Act 85 of 1993). The building shall be fully accessible to disabled persons and adequate facilities must be provided for as per the Department of Public Service Administration's "Handbook on Reasonable Accommodation for People with Disabilities in the Public Service" dated October 2007.			
3.1.2	The prospective bidders must as part of the bid, <u>provide a certificate</u> indicating the size of the floor area of the building, certified by a relevant professional (such as an architect, engineer, quantity surveyor etc., whichever profession is appropriate for measuring floor space).			
3.1.3	Bidders must further commit to submitting certificates of electrical wiring complying with the Fire Regulations and Municipal By-Laws and the certificate of compliance with the Occupational Health and Safety Act and Accessibility Regulations.			
<b>3.2</b>	<b>Appearance</b>			

NO.	DESCRIPTION	YES	NO	COMMENT
3.2.1	The appearance of the building must be “aesthetically” acceptable to the NGB and enhance the corporate image and branding of the NGB substantially.			
3.2.2	The building must be a modern design.			
<b>3.3</b>	<b>Security</b>			
3.3.1	The perimeter of the premises must be adequately secured to ensure no unauthorized access from outside, as the appropriate fence must deter and delay any such attempt which must be detected should there be an attempt of unauthorized access.			
3.3.2	The external perimeter must be well illuminated at night and the illumination must be secured against the building illuminating the perimeter fence.			
<b>3.4</b>	<b>Power Points</b>			
3.4.1	The building must have energy saving devices installed or energy saving programme.			
<b>3.5</b>	<b>Lighting</b>			
3.5.1	The illumination of the building must comply with the minimum requirements of the National Building Regulations and cater for energy saving functionality.			
<b>3.6</b>	<b>Network and Communication Trunking</b>			
3.6.1	Adequate network and communication trunking needs to be available between the respective floors for the installation of the required network and communication infrastructure.			
3.6.2	The trunking servicing of the building must conform to the latest technological standards.			
<b>3.7</b>	<b>Toilet Facilities (General)</b>			
3.7.1	<p>Toilet facilities must be for the exclusive use of NGB and NGB visitors. Such facilities will not be shared with other occupants.</p> <p>Where the bidder’s building does not meet the exclusive toilet facilities requirements, the Bidder must make a commitment and clearly articulate its</p>			

NO.	DESCRIPTION	YES	NO	COMMENT
	commitment under the “ <b>Comments Column</b> ” of its intention to comply with the requirements as well as the relevant modifications to the building that will be performed in time to ensure occupancy by the NGB.			
<b>3.8</b>	<b>Toilet Facilities (Males and Females)</b>			
3.8.1	The minimum requirements for toilet facilities to be applied in respect of “ <u>males and females</u> ” within the building is four (4) toilets and two (2) hand wash basins.			
<b>3.9</b>	<b>Kitchens</b>			
3.9.1	Provision is to be made for a kitchen on all floors (where applicable) of the building in which a sink with cupboards as well as “hot and cold” water is available.			
3.9.2	A suitable area is to be secured as a pause area for staff to have their lunch breaks.			
<b>3.10</b>	<b>Lifts</b>			
3.10.1	Dependent on the layout of the building and the requirements of the National Building Regulations, where lifts are installed, the preferred bidder must at handover, provide the NGB with a certificate confirming that lifts are in a good working condition.			
<b>3.11</b>	<b>Transfer of property</b>			
3.11.1	Proof of ownership or proof that the seller has the authority to effect the sale on the property is required.			
3.11.2	Proof of rates and taxes and lights and water clearance (proof that all utilities are paid to date) is required.			
3.11.3	Declaration of any servitudes and any other rights that are attached to the property must be made.			
3.11.4	Submission of a certified copy of the title deed and certified copy of approved building plans must be made.			

## 2.4 SELLER'S DECLARATIONS

Bidders must respond to the seller's declarations below by ticking "YES" or "NO" and provides comments where appropriate. Where the bidder ticks "YES" OR "NO" to any of the areas below and does not commit to any corrective measures, the NGB will evaluate the nature of the non-compliance and reserves the right to reject the bid if it considers such non-compliance material.

NO.	DESCRIPTION	YES	NO	NOT APPLICABLE	COMMENT
1)	Are there approved plans for all structures?				
2)	Roof coverings – are there any leaks or damage?				
3)	Rain goods (gutters & downpipes) – are there any defects?				
4)	Is the roof drainage in order?				
5)	Roof structure – are there any defects?				
6)	Hot water geysers – is the installation SANS compliant?				
7)	Ceilings – is there any dampness or moisture present?				
8)	Exterior Walls – are any structural cracks suspected?				
9)	Exterior Walls – is there dampness or moisture present?				
10)	Interior Walls – are there any structural cracks suspected?				
11)	Interior Walls – is there dampness or moisture present?				
12)	Floors & slabs – is there any structural damage suspected?				
13)	Foundations – is there any structural damage suspected?				
14)	Staircases & steps – are there any safety issues?				
15)	Automatic gates & doors – are there any functional or safety issues?				

16)	Fire safety - for linked garages, are fire door & fire wall present and compliant?				
17)	Plumbing & sanitary ware – are there any defects?				
18)	Electrical installation – is it defect free and compliant?				
19)	Gas installation - is it defect free and compliant?				
20)	Electric fence - is it defect free and compliant?				
21)	Drains - are any drains serving the property prone to blocking?				
22)	Storm water management – are there any known problems?				
23)	Solar for buildings - Is there a solar panel system installed? Please provide a certificate.				
24)	Are there any servitudes attached to the property – please declare all servitudes attached to the property.				

## 2.5 FORMAT OF THE PROPOSALS

Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented. The following documents/information must form part of the bid proposals and presented in the order indicated below:

- 1) Response to the Terms of Reference, ensuring that all the aspects of the Evaluation Criteria are clearly covered. Value-adds must be separately labelled as such;
- 2) Acknowledgement and response to the Evaluation Criteria and Special Conditions of Contract;
- 3) Completed SBD forms;
- 4) CSD registration number and tax clearance pin.

## 3 PART C: PROCEDURAL REQUIREMENTS

### 3.1 LEGAL REQUIREMENTS

3.1.1 In its procurement of goods and services, the NGB observes the Constitution of the Republic of South Africa, 1996, Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA), Broad Based Black Economic Empowerment Act, 2003 (Act 53 of 2003) (B-BBEE), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (PPPFA), Preferential Procurement Regulations of 2017 and all relevant statutory requirements.

### 3.2 TENDER SUBMISSION

3.2.1 All prospective bidders **must** be registered on National Treasury's Central Supplier Database (CSD) prior to submission of bids.

3.2.2 Proposals **must** be submitted in three (3) separate, clearly marked / labelled and sealed envelopes / packages as follows:

- **Envelope / Package 1 – Technical Proposal:** one (1) original plus five (5) copies of the original technical proposal and one (1) USB containing the technical proposal must be submitted to the NGB.
- **Envelope / Package 2 – Probity documents:** one (1) original set of probity documents specified in clause 3.3.7.3 and one (1) USB.
- **Envelope / Package 3 – Financial Proposal:** one (1) original plus five (5) copies of the original financial proposal and one (1) USB containing the financial proposal must be submitted to the NGB.

3.2.3 Bidders **must** initial on each page, sign and insert a date on the last page of the following documents:

- General Conditions of Contract;
- Special Conditions of Contract (Provisional Contract for the Sale Agreement – Annexure B)

3.2.4 Prospective bidders **must not submit** the following documentation as this information will be verified through the CSD:

- 3.2.4.1 Business registration
- 3.2.4.2 Bank account holder information
- 3.2.4.3 In the service of the state status
- 3.2.4.4 Tax Compliance status (tax clearance certificate). **However**, a SARS Tax Pin or CSD registration number **must** be submitted.
- 3.2.4.5 Identity Documents of Directors

### 3.3 BID EVALUATION, ADJUDICATION AND FINAL AWARD

3.3.1 Bids will be **evaluated** in accordance with either the **80/20 or 90/10** preference point system contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), and the lowest acceptable tender will be used to determine the applicable preference point system.

3.3.2 The **evaluation of the bids** will be **conducted** in **five (5) phases**, namely:

3.3.2.1 Phase 1: Pre-qualification Stage: Administrative and Substantive Responsiveness.

3.3.1.1 Phase 2: Evaluation for compliance with mandatory requirements specified in section 2.3.

3.3.1.2 Phase 3: Probity analysis in accordance with the mandatory requirements in clause 3.3.7.3.

3.3.1.3 Phase 4: Price and B-BBEE evaluation in accordance with the PPPFA.

3.3.1.4 Phase 5: Adjudication of bid and Final Award.

3.3.3 The NGB will evaluate and compare only the Bids determined to be substantially responsive in Phase 1.

3.3.4 During Phase 2, the NGB will conduct a detailed evaluation of the Bids in order to determine whether the Bidders are qualified and if the functional aspects are substantially responsive to the requirements outlined in section 2.3 of the RFP.

3.3.5 Bidders are required to quote a price in the manner and detail called for in the pricing schedules, SBD 3.1, as well as, of Part B as per paragraphs 2 of this RFP.

3.3.6 The NGB reserves the right to accept or reject any variation, deviation, or alternative offer.

3.3.7 The **evaluation process** is broken down into five (5) phases as follows:

#### **3.3.7.1 Phase 1: Pre-Qualification Stage: Administrative and Substantive Responsiveness**

- a) During Phase 1 all bids will be evaluated to ensure compliance with minimum requirements.
- b) Proposals submitted that **do not comply** with the following, will be considered **non-responsive**, and will not be considered for evaluation:
  - i. A bid that is not in the format prescribed.
  - ii. A bid without some or all of the required documents.

- iii. Pricing schedules not in the required format.
  - iv. Bid proposals that do not include a company resolution or power of attorney authorising a particular person to sign bid documents. Failure to provide such proof of authority to sign the bidder's proposal will render the bid materially incomplete and thus non-responsive.
  - v. Bidders that do not attend the compulsory briefing session and site inspection. Failure to sign the attendance register in the name of the bidder submitting a response to the bid will result in the bid not being considered for further evaluation.
  - vi. Proposals that are not submitted in three (3) separate, clearly marked / labelled and sealed envelopes / packages as indicated under PART C of this Request for Proposal (RFP):
    - **Envelope / Package 1 – Technical Proposal.**
    - **Envelope / Package 2 – Probity Proposal.**
    - **Envelope / Package 3 – Financial Proposal.**
- c) Bids that comply with the minimum requirements will be regarded as responsive and such bids will advance to Phase 2 of the evaluation process.
  - d) Non-responsive bids will not advance to Phase 2 of the evaluation process.

### **3.3.7.2 Phase 2: Functional Evaluation in Accordance with the Mandatory Requirements of the Bid**

- a) All bids that advance to Phase 2 will be evaluated by the NGB to determine compliance with the mandatory requirements specified in clause 2.3.
- b) The evaluation will be conducted using the same checklist as specified in 2.3 by evaluating bid responses against each of the specified requirements.
- c) The evaluation will include site visits to verify compliance with specified requirements.
- d) Bidders who answer "yes" to all the mandatory requirements on clause 2.3 and provide relevant supporting documentation and satisfactorily direct the NGB to physical components of the building during the on-site inspection, where applicable, will advance for further evaluation for probity analysis.



- e) Where a requirement is not met at the time of submitting a bid but the bidder intends to make changes/alterations/repairs etc. necessary to the premises to ensure that such a requirement is met before the premises is transferred to the NGB, bidders must answer “yes” and indicate in the comment section how such a requirement will be met.
- f) Bidders who answer “no” to anyone of the mandatory requirements or answer “yes” to all the mandatory requirements on clause 2.3 but fail to provide relevant supporting documentation and satisfactorily direct the NGB to the physical components of the building during the on-site inspection, where applicable, will be eliminated from further evaluations.
- g) Each panel member shall indicate the compliance or non-compliance of each bidders’ proposal for each individual criterion on an evaluation sheet extracted from clause 2.3 of the RFP.
- h) Only the bidders who comply with all the mandatory requirements specified in clause 2.3 of the RFP will advance to phase 3 of the evaluation as indicated in 3.3.7.3 hereunder.

### **3.3.7.3 Phase 3: Probity Analysis**

Bidders who pass phase 3 of the evaluations will be subjected to probity checks. Probity checks will entail an independent verification of the information provided below. Probity checks will be conducted against the property owner, and not the selling agent where applicable. As such, probity documents provided must be in the name of the owner of the premises. Bidders will pass probity if the information provided is successfully verified, evaluated, is a true reflection of the state of the bidding entity and complies with all relevant statutory requirements. Only bidders who pass probity will be eligible for further consideration in Phase 4 of the Bid Process.

- a) Name of company, postal address, street address and telephone numbers.
- b) Postal Address, street address and telephone numbers of the company’s head office.
- c) Contact person.
- d) List of Directors/Partners/affiliated companies with proof of shareholding with the companies/trust.

- e) List of shareholders (Certified original copies of individual share certificates/certified original copies of CIPC registration document indicating members with percentage interest).
- f) Company registration number.
- g) Organisational structure of your company, i.e. ownership structure, percentage shareholding by major investors and controlling interest in affiliated companies.
- h) Declaration of interest (SBD 4).

Over and above the verification and evaluation of the above information, the following checks will be conducted:

- a) Proof of ownership of the office premises on offer and / or proof of authorisation to transact on behalf of the owner.
- b) Criminal record checks on the owner(s) of the property on offer.
- c) Proof that there are no financial obligations attached to the property on offer or that such obligations would be settled from the sale thereof.
- d) And any other verifications deemed necessary.
- e) The NGB shall have the right to conduct a valuation on a date to be determined by the NGB and an in loco inspection of the property to confirm that the property is in the same condition as at valuation date prior to the transfer of registration of the property into the NGB's name, but before the property is vacated by the bidder, provided that notice of such in loco inspection has been communicated to the bidder within five (5) days of notice to the bidder. The NGB reserves the right not to disclose the outcome of the property evaluation.

#### **3.3.7.4 Phase 4: Awarding of Points for Price and Broad-Based Black Economic Empowerment**

- a) The bidders that have successfully progressed through to Phase 4 will be evaluated in accordance with either the **80/20** or **90/10** preference point system contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Preferential Procurement Regulations 2017, and the lowest acceptable tender will be used to determine the applicable preference point system.

#### **3.3.7.5 Phase 5: Adjudication and Final Award of Bid**

- a) The Bid Adjudication Committee will consider the recommendations of the evaluation committee and recommend the preferred bidder for appointment by the Accounting Authority.

- b) The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

## 4 PART D: REQUIREMENTS FOR PROPOSALS

### 4.1 GUIDELINES ON COMPLETION

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

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
<b>1. GENERAL CONDITIONS OF CONTRACT</b>					
1.1	The General Conditions of Contract must be signed.				
<b>2. SPECIAL CONDITIONS OF BID SUBMISSIONS</b>					
2.1	During the evaluation of the bids, additional information may be requested in writing from bidders. Replies to such requests must be submitted within two (2) working days or as otherwise indicated. Failure to comply may lead to your bid being disregarded.				
2.2	The NGB reserves the right to require the seller to rectify all patent defects within six (6) months from occupational date.				
2.3	The seller hereby acknowledges to rectify all patent defects within six (6) months from occupational date, where applicable.				
2.4	Bidders must sign the special conditions of contract.				
<b>3. BIDDERS RESPONSE</b>					
3.1	All bidders will be required to provide a response to the Bid in terms of "PART B: TERMS OF				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	REFERENCE”, section 2.3 “MANDATORY REQUIREMENTS”				
3.2	Bidders will be held to their bids submitted.				
3.3	Bidders hereby consent that a service provider will be appointed to conduct probity on bidders that pass the mandatory functionality requirements specified in clause 3.3.7.3 of the RFP.				
3.4	Bidders hereby consent that authorised NGB officials will be granted access to view and evaluate the bidders’ proposed premises against the conditions and criteria as set out in this bid document.				
3.5	Upon appointment of the successful bidder, the NGB will appoint attorneys of its choice to process the transaction.				
<b>4. USE AND PROCESSING OF PERSONAL INFORMATION</b>					
4.1	All bidders, including their personnel (as data subjects), hereby consent to the processing of personal information for the completion of the tender process and confirms that:				
4.1.1	the personal information is supplied voluntarily, without undue influence from any party and not under any duress;				
4.1.2	the personal information which is supplied herewith is mandatory for the purposes of this tender process and without such personal information, the NGB would not be able to evaluate the bid proposal;				
4.1.3	they are aware of the right to access personal information at any reasonable time for purposes of rectification thereof;				
<b>5. CONFIDENTIALITY</b>					
5.1	The bid and all related information shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
5.2	All bidders are bound by a confidential agreement preventing the unauthorised disclosure of any information regarding the NGB or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the Accounting Authority or the delegated official.				
<b>6. DISPUTE RESOLUTION</b>					

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
6.1	Any disputes arising in relation to this RFP, the evaluation and/or the adjudication of the RFP or any other matter stemming from the RFP shall be adjudicated in terms of South African law, which law shall be the law governing the RFP, and any disputes arising shall be resolved via an arbitration process conducted by an independent arbitrator provided that nothing in this RFP shall preclude any party from seeking urgent interim relief from any South African courts.				
6.2	The arbitrator (including the arbitrators on the appeal panel, if any) shall be appointed by the NGB and the arbitrator presiding over the arbitration shall have the same remedial powers as a court of law in the RSA would have were it adjudicating the dispute.				
6.3	The arbitration shall be conducted in Pretoria, in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of South Africa in force at the time of the dispute.				
6.4	The arbitration award shall be final and binding on the parties to the dispute unless a party exercises its right to appeal by written notice delivered to the other party/ies to the dispute within twenty (20) days of delivery of the award. In the event of a party exercising its right of appeal, the other party shall be entitled to cross-appeal against the whole or any part of an award made by the arbitrator, provided that a notice of cross-appeal is delivered to the appealing party within ten (10) days after delivery of the notice of appeal.				
6.5	The appeal shall be determined by an arbitrator and the decision of the arbitrator shall be final and binding on the parties to the dispute.				
6.6	The arbitrator shall have the right to determine the costs for each party to the dispute.				
<b>7. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
7.1	Copyright of all documentation relating to this assignment belongs to the NGB. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the Accounting Authority or the person delegated.				
7.2	All the intellectual property rights arising from the execution of this				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	Agreement remain with the NGB who shall be entitled to cede and assign such and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
7.3	In the event that the service provider would like to use any information or data generated in terms of the services rendered, the prior written permission must be obtained from the NGB.				
7.4	The NGB shall own all material produced by the service provider during the course of or as part of rendering the services.				
7.5	The confidentiality clause (Clause 5) shall survive termination of this Agreement.				
<b>8. COST STRUCTURE &amp; PROJECT PLAN</b>					
8.1	The bid price shall be based on the actual cost of the office premises provided as stipulated in SBD3.				
8.2	The bid price for the office premises must be inclusive of VAT.				
<b>9. PAYMENTS</b>					
9.1	Upon appointment of the successful bidder, the NGB will appoint attorneys of its choice to process the transaction.				
9.2	Where a property agent acts on behalf of a property owner, any commissions payable will be for the account of the property owner, The NGB will only effect an all-inclusive payment of the bid price to the property owner.				
9.3	No advance payments will be made in respect of this bid. Payments shall be made in terms of the deliverables as agreed upon and shall be made strictly in accordance with the prescripts of the PFMA (Public Finance Management Act, 1999. Act 1 of 1999).				
9.4	No payment will be made to the successful bidder unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to the NGB.				
9.5	Payment shall be made into the bidder's bank account normally within 30 days of receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
9.6	The successful bidder shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.				
9.7	Prices charged by the bidder for goods delivered or services rendered under the contract shall not vary from the prices quoted by the bidder, with the exception of any price adjustments relating to rate of exchange or other unforeseen or incidental services (valid proof must be submitted).				
<b>10. NON-COMPLIANCE WITH DELIVERY TERMS</b>					
10.1	The successful bidder must ensure that the work is confined to the scope as defined and agreed to. As soon as it becomes known to the successful bidder that they will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, the NGB must be given immediate written notice to this effect. The NGB reserves the right to implement remedies as provided by the law.				
<b>11. WARRANTIES AND SECURITIES</b>					
	The bidder warrants that:				
11.1	It is able to conclude the applicable agreements to the satisfaction of the NGB subject to selection as the preferred bidder.				
11.2	Although the bidder will be entitled to provide services to persons other than the NGB, the bidder shall not without the prior written consent of the NGB, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the bidder to provide the services.				
11.3	The successful bidder (company, directors or members and project) team shall be subjected to a security screening/ vetting process/ probity conducted by the SSA (State Security Agency) or a service provider appointed by the NGB, if necessary.				
11.4	In the event the successful bidder sub contacts, the sub-contractor appointed to render services in respect to this bid may be subjected to the security screening / vetting process/ probity conducted by SSA (State Security Agency) or a service				



NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	provider appointed by the NGB, if necessary.				
11.5	A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.				
11.6	A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.				
11.7	<p>Bidders are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.</p> <p>Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the tendering process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.</p>				
<b>12. PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>					
12.1	The waiver (whether express or implied) by any Party of a condition of contract and/or any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				
10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	any such power or right under this Agreement.				
<b>13. RETENTION</b>					
13.1	Upon completion of the project and /or termination of the agreement, the successful bidder shall on demand hand over to the NGB all documentation, information, software, etc., without the right of retention.				
13.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
<b>14. COSTS</b>					
14.1	The bidder will bear all the costs associated with the preparation of the response and no costs or expenses incurred by the bidder will be borne by the NGB.				
<b>15. CANCELLATION OF BID</b>					
	The NGB may, prior to the award of the bid, have the right to cancel the bid if:				
15.1	Due to changed circumstances, there is no longer a need for the service; or				
15.2	Funds are no longer available to cover the part and/or total envisaged expenditure; or				
15.3	No acceptable bids are received.				
15.4	The NGB reserves the right to withdraw this bid, to amend the term or to postpone this work by email notice to all parties who have received this RFP document or via notice published on the NGB's website and/or the National Treasury's e-Tender Portal.				
<b>16. SUBMISSION OF BIDS</b>					
16.1	<p><b>Proposals must be submitted in three (3) separate, clearly marked / labelled and sealed envelopes / package as follows:</b></p> <p><b>I. <u>Envelope / Package 1 – Technical Proposal:</u></b> one (1) original plus five (5) copies of the original technical proposal and</p>				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	<p>one (1) USB containing the technical proposal must be submitted as indicated below; and</p> <p>II. <b>Envelope / Package 2 – Probiity documents:</b> one (1) original set of probiity documents specified in clause 3.3.7.3 and one (1) USB.</p> <p>III. <b>Envelope / Package 3 – Financial Proposal:</b> one (1) original plus five (5) copies of the original financial proposal and one (1) USB containing the financial proposal must be submitted as indicated below.</p> <p><b>All Envelopes / Packages must be hand delivered to:</b>  National Gambling Board  420 Witch-Hazel Avenue  Eco Glades 2  Block C  Eco Park  Centurion  0144</p> <p><b>NB: Bidders are to indicate on the cover of each document whether it is the original or a copy.</b></p>				
16.2	<p>Bids should be in three (3) sealed envelopes / packages (as indicated in 16.1), marked with:</p> <ul style="list-style-type: none"> <li>- Technical Proposal; Probiity Proposal; or Financial Proposal, as applicable;</li> <li>- Bid number <b>NGB 002 (2022/2023);</b></li> <li>- Bid name / description; and</li> <li>- The name and address of the bidder</li> </ul> <p>Closing date and time (<b>19 January 2023 at 11H00 CAT</b>)</p>				
<b>17. LATE BIDS</b>					
17.1	<p>Late submissions will not be accepted. A submission will be considered late if it arrived one second after 11H00 or any time thereafter. Bids that are submitted after the closing date and time will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids are hand-delivered to the NGB's reception and recorded on a bid register.</p>				
<b>18. COMPULSORY BRIEFING SESSION, AND CLARIFICATIONS</b>					
18.1	<p>There will be a compulsory briefing session and site inspection of the</p>				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	<p>NGB premises held on <b>09 December 2022</b> at 11H00 (CAT).</p> <p>The <b>deadline</b> for queries is <b>15 December 2022</b> at <b>16H00</b>.</p>				
18.2	<p>Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning this bid, is to be requested in writing to the <b>Procurement Practitioner</b> of the NGB.</p> <p>The bid number should be mentioned in all correspondence.</p>				
<b>19. FORMAT OF BIDS</b>					
19.1	<p>Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposals should be concise, written in plain English and simply presented. Proposals must be in the same order as indicated in 19.2 and 19.3 below.</p>				
19.2	<p><b>Financial Proposal</b> – the following documents/information must be placed in an envelope / package marked “Financial Proposal”:</p> <ul style="list-style-type: none"> <li>i. Cost breakdown of the premises offered</li> <li>ii. Total value of the premises offered</li> <li>iii. Completed SBD 3.1</li> </ul>				
19.3	<p><b>Technical Proposal</b> - the following documents/information must be placed in an envelope marked “Technical Proposal”:</p> <ul style="list-style-type: none"> <li>i. Response to the Terms of Reference, ensuring that all the aspects of the Evaluation Criteria are clearly covered. Value-adds must be separately labelled as such;</li> <li>ii. Acknowledgement and response to the Evaluation Criteria, Seller’s Declaration and Special Conditions of Contract;</li> <li>iii. Completed SBD forms (<b>excluding SBD 3.1</b>); and</li> <li>iv. General Conditions of Contract (<b>the General and Special Conditions of Contract must be initialled on each page and signed fully and dated on the last page</b>).</li> </ul> <p><b>In summary the following information will be required under the technical proposal:</b></p>				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	<p>1. Bidders' response to Parts A, B, C, and D of the RFP; <u>and</u></p> <p>2. Bidders' response to the RFP on the following aspects of Part E must only be included:</p> <p>a) SBD 1;</p> <p>b) SBD 4</p> <p>c) SBD 6.1;</p>				
<b>20. PRESENTATIONS</b>					
20.1	The NGB reserves the right to invite bidders for presentations before awarding the bid.				
20.2	Bidders will be given a minimum of three (3) days' notification where presentation will be required.				
<b>21. NEGOTIATION</b>					
21.1	The NGB has the right to enter into negotiation with a prospective bidder regarding any terms and conditions, including price(s) of a proposed contract.				
21.2	The final purchase price will be subject to a property evaluation conducted by the NGB. If the outcome of the property evaluation warrants an evaluation adjustment, the NGB reserves the right to negotiate the price.				
21.3	Similarly, the NGB reserves the right not to select any of the prospective bidders submitting proposals.				
21.4	The NGB shall not be obliged to accept the lowest of any quotation, offer or proposal.				
21.5	Despite preferential procurement regulations 3(4), 4(4), 5(4), 6 (4) and 8 (8) that state that only the proposal with the highest number of points may be selected, a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.				
21.6	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in the form of a sale agreement signed by the designated responsible persons of both parties.				
21.7	Documents submitted by bidders will not be returned.				
<b>22. DOMICILIUM</b>					
22.1	The NGB hereto choose <i>domicilia citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	National Gambling Board 420 Witch-Hazel Avenue Eco-Glades 2 Block C Eco-Park Centurion, 0144				

**SIGNATURE OF BIDDER:**

**(Delegated official)**

## 5 PART E: BIDDING DOCUMENTS (SBD FORMS)

The attached Standard Bidding Documents (SBD forms) form part of the bid documents and must all be completed or adhered to.

### PART A– INVITATION TO BID

**SBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NGB 002 (2022/2023)	CLOSING DATE:	19 January 2023	CLOSING TIME:	11H00 CAT
DESCRIPTION	Acquisition of office Premises				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The National Gambling Board					
420 Witch-hazel Avenue					
Eco Glades 2, Block C					
Eco Park					
Centurion					
0144					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Procurement Practitioner		CONTACT PERSON	Procurement Practitioner	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:scm@ngb.org.za">scm@ngb.org.za</a>		E-MAIL ADDRESS	<a href="mailto:scm@ngb.org.za">scm@ngb.org.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAAxxxxx

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
--	---	-------------------------------------	--

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
--	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
 YES    NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
 YES    NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES    NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES    NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
 YES    NO

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



**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

**(Proof of authority must be submitted e.g. company resolution)**

# PRICING SCHEDULE

SBD 3.1

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	
Bid number: <b>NGB 002(2022/2023)</b>	
Closing Time <b>11:00</b> CAT	Closing date: <b>19 January 2023</b>

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Total bid price: .....
- Price per square meter **[total bid price divided by size of the building (not erf)]**  
.....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

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

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

\*Delete if not applicable

Any queries regarding bidding procedures and technical information may be directed to:

Name : Procurement Practitioner

Email : [scm@ngb.org.za](mailto:scm@ngb.org.za)

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**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state?  
**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of institution</b>	<b>State</b>

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

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<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act

No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

## **SBD 6.1**

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

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

### **1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80/90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20/10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### **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:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

Where

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

**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"/>
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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"/>
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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**

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**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: .....
ADDRESS .....
.....
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**GENERAL CONDITIONS OF CONTRACT**

Refer to Annexure A

**SPECIAL CONDITIONS OF CONTRACT**

**Refer to Annexure B**