



REQUEST FOR PROPOSAL

PROVISION OF OFFICE SPACE

CLOSING DATE AND TIME: 9 DECEMBER 2011 AT 11H00

Documents in tender document pack

Tenderers are to ensure that they have received all pages of this document, which consist of the following subdocuments:

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1. Invitation to Tender

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENT OF THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

Tender number: SANAS/2011/RFPOSL/01
Closing date: 9 December 2011
Closing time: 11h00
Description: Provision of office space
Validity: Offer to be valid for 120 days from the closing date of the tender.

The successful tenderer will be required to fill in and sign a written contract form

TENDER DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT:

SANAS
Block G, Ground floor
the dti campus
77 Meintjies Street
Sunnyside
Pretoria

No faxed or emailed tenders will be accepted.

**Tenderers should ensure that tenders are delivered before the closing date and time to the correct address.
If the tender is late, it will not be accepted for consideration.**

- Tenders can be delivered between 08:00 and 16:30, Mondays to Fridays, prior to the closing date, and between 08:00 and 11:00 on the closing date.
- All tenders must be submitted on the official forms (not to be retyped).
- This tender is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- Tenders submitted that do not comply with the following may not be considered for evaluation:
 - A tender that is not in the format prescribed.
 - A tender without some or all of the required documents.
 - Pricing schedules not in the required format.
 - Tenders without the required number of copies.
- Any queries regarding tendering procedures and technical information may be directed to:

Name : Zelda Oosthuizen
email : zeldao@sanas.co.za

**All tenderers must furnish the following particulars and include it in their submission
(Failure to do so may result in your tender being disqualified)**

Name of tenderer: _____
Entity name _____
Registration number _____
Tax registration number _____
Tax Clearance Certificate submitted YES / NO
VAT registration number _____
Postal address: _____

Street address: _____

Telephone number: Code: _____ Number: _____
Cellular number: _____
Facsimile number: Code: _____ Number: _____
email address: _____

**Contact details of responsible person who will act on behalf of the
entity/consortium/joint venture for this tender**

Name and Surname: _____
Telephone number: Code: _____ Number: _____
Cellular number: _____
Facsimile number: Code: _____ Number: _____
email address: _____

**Contact details of alternative responsible person who will act on behalf of the person
above should he/she not be available**

Name and Surname _____
Telephone number: Code: _____ Number: _____
Cellular number: _____
Facsimile number: Code: _____ Number: _____
email address: _____

Confirmation

Are you the accredited representative in South Africa for the services offered by you: YES / NO

Declaration

I/We have examined the information provided in your tender documents and offer to undertake the work prescribed in accordance with the requirements as set out in the tender document. The prices quoted in this tender are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this tender will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of tenderer: _____

Date: _____

Are you duly authorised to commit the tenderer: YES / NO

Capacity under which this tender is signed _____

TOTAL TENDER PRICE _____ TOTAL NUMBER OF ITEMS
OFFERED _____

Failure on the part of the bidder to sign this tender form (SBD1) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.

Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of tender, when called upon to do so, may invalidate the bid.

TERMS

I/We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of the Republic of South Africa on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree that -

The bid herein shall remain binding upon me/us and open for acceptance during the validity period indicated and calculated from the closing time of the tender;

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the State may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the State and I/we will then pay to the State any additional expense incurred by the State having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid, the State shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the State may sustain by reason of my/our default;

If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicilium citandi et executandi in the Republic as indicated above.

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/We declare that I/we have participation*/no participation* in the submission of any other bid for the supplies/services described in the attached documents. If in the affirmative, state names(s) of bidder(s) involved

.....
.....

I/We hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Are you duly authorised to sign the bid? *** YES / NO**

Has the Declaration of Interest (SBD4) been duly completed and included with the other bid forms? *** YES / NO**

Have the company or any of its Directors, Shareholders or Joint Venture Partners in their present or previous capacity ever been restricted from bidding by any organ of the State? *** YES / NO**

If yes, please provide full details of restriction.
.....
.....
.....
.....

2. Terms of reference for provision of office space

INTRODUCTION

The South African National Accreditation System (SANAS), a schedule 3A public entity established in terms of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006 and a member of the Department of Trade and Industry "the dti" COTII, is responsible for promoting accreditation aimed at facilitating international trade and the enhancement of South Africa's economic performance.

LEASE PERIOD

SANAS intends to award a contract for provision of space for a period of 2-3 years.

SCOPE

- Provision of office space that must comply to:
- Grade A or higher office space
- Total space requirement approximately 2000m²
- Sufficient parking (4/100m²)
- Be within (15km) radius of the Pretoria Central Business District (CBD)
- Space be available immediately
- Date of occupation to be agreed by lessor and lessee
- Space to be compliant to all municipal regulations and other building regulatory requirements
- Space must comply to:
- Accessible to the general public
- Accessible to people with disability
- Access to public transport for employees and customers
- General safety, hygiene and security of building

The tenderer must provide the following minimum information regarding the space:

- Address
- Photographs of the building
- Total area m²
- Occupation date
- Minimum lease term
- Net rental
- Operating costs
- Gross rental
- Number of closed and open Parking
- Cost of parking
- Any additional costs
- Tenant allowance cost m²
- Tenant allowance inclusions
- Tenant allowance exclusions
- Deposit requirement (if any)
- Escalation per annum
- Any other costs excluded

3. Special Conditions of Tender and Contract

Guideline on Completion

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

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
3.1. GENERAL CONDITIONS OF CONTRACT					
3.1.1	<i>The General Conditions of Contract must be accepted (SBD 09).</i>				
3.2. ADDITIONAL INFORMATION REQUIREMENTS					
3.2.1	During evaluation of the tenders, additional information may be requested in writing from tenderers. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your tender being disregarded.				
3.3. VENDOR INFORMATION					
3.3.1	All tenderers will be required to provide vendor information and submit the organisation's complete profile.				
3.4. BROAD BASED BLACK ECONOMIC EMPOWERMENT					
3.4.1	All tenderers will be required to submit a Broad Based Black Economic Empowerment (BBBEE) certificate if not classified as a "small business" as defined in the National Small Business Act, 1996				
3.5. CONFIDENTIALITY					
3.5.1	The tender and all information in connection therewith shall be held in strict confidence by tenderers and usage of such information shall be limited to the preparation of the tender.				
3.5.2	All tenderers are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding SANAS or of its activities to any other organisation or individual. The tenderers may not disclose any information, documentation or products to				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	other clients without written approval of the accounting authority or the delegate.				
3.6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT					
3.6.1	Copyright of all documentation relating to this assignment belongs to SANAS. The successful tenderers may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
3.6.2	All the intellectual property rights arising from the execution of this Agreement shall vest in SANAS who shall be entitled to cede and assign such to the Department of Trade and Industry (the dti) and the Company undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
3.6.3	In the event that the Company would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from SANAS				
3.6.4	SANAS shall own all materials produced by the Company during the course of, or as part of the Services.				
3.6.5	This clause 6 shall survive termination of this Agreement.				
3.7. PAYMENTS					
3.7.1	No advance payments will be made in respect of this bid. Payments shall be made in terms of the deliverables as agreed upon and shall be made strict in accordance with the prescripts of the PFMA (Public Finance Management Act, 1999. Act 1 of 1999).				
3.7.2	The tenderer shall from time to time during the duration of the contract, invoice SANAS for the services rendered. No payment will be made to the tenderer unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to the SANAS				
3.7.3	Payment shall be made into the tenderer's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this tender is awarded).				
3.7.4	The tenderer 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.				
3.8. NON-COMPLIANCE WITH DELIVERY TERMS					
3.8.1	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 tenderer that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, SANAS must be given immediate written notice to this effect. SANAS reserves the right to implement remedies as provided for in the GCC.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
3.9. WARRANTS AND SECURITIES					
3.9.1	The Company warrants that: It is able to conclude this Agreement to the satisfaction of SANAS				
3.9.2	The successful bidder (company, directors or members) may be subjected to a security screening/vetting process conducted by the SSA (State Security Agency) if necessary.				
3.10. PARTIES NOT AFFECTED BY WAIVER OR BREACHES					
3.10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
3.10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
3.11. RETENTION					
3.11.1	On termination of this agreement, the tenderer shall on demand hand over all documentation, information, software, etc., without the right of retention, to SANAS.				
3.11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
3.12. SUBMITTING TENDERS					
3.12.1	An original plus three copies of the tender , i.e. four documents in total and one soft copy should be delivered or deposited in the tender box at the following address: SANAS Block G, Ground floor 77 Meintjies Street Sunnyside Pretoria NB: Tenderers are to indicate on the cover of each document whether it is the original or a copy				
3.12.2	Tenders should be submitted in two separate sealed envelopes (see section 15 in this regard), marked with: - Tender number (SANAS/2011/RFOSL/01) - Closing date and time (9 December 2011 @ 11:00) - The name and address of the tenderer				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
3.13. LATE TENDERS					
3.13.1	Late submissions will not be accepted. A submission will be considered late if it arrived only one second after 11:00 or any time thereafter. The tender (tender) box shall be removed at exactly 11:00 and tenders arriving late will not be accepted under any circumstances. Tenderers are therefore strongly advised to ensure that tenders be dispatched allowing enough time for any unforeseen events that may delay the delivery of the tender.				
3.14. BRIEFING SESSION AND CLARIFICATIONS					
3.14.1	A briefing session will not be held.				
3.14.2	Any clarification required by a tenderer regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the tender, is to be requested in writing (letter, facsimile or email) up to 2 days before the closing date for tenders from: Ms Z Oosthuizen No telephonic enquiries will be allowed and the tender number should be mentioned in all correspondence.				
3.15. FORMAT OF TENDERS					
3.15.1	Tenderers must complete all the necessary tender documents and undertakings required in this tender document. Tenderers are advised that their proposal should be concise, written in plain English and simply presented.				
3.15.2	Two separate sealed envelopes must be submitted: 1. Functional proposals 2. Financial proposal and BBEE Certification <i>NB: Bids not received in separate envelopes as indicated above will automatically be disqualified</i>				
3.15.3	Tenders should address the requirements outlined in this document as directly and concisely as possible. The responses, as require by this document, represent the minimum information required for the evaluation thereof. Any additional information deemed necessary to aid the understanding of the response by the evaluation team many be included.				
3.15.4	Tenderers are to set out their proposal in the following format: <i>Envelope 1 – Functionality</i> Table of Contents Part 1: Invitation to Tender Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria Part 3: SARS Tax Clearance Certificate(s) Part 4: Declaration of interest Part 5: Declaration of tenderer’s past supply chain management practices				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	Part 6: Vendor information and profile Part 7: Building details <u>Envelope 2 – Pricing and BBBEE</u> Part 1: Pricing Schedule Part 2: BBBEE Certificate / Questionnaire for small businesses.				
3.16. DETAIL OF PROPOSAL DOCUMENTS					
ENVELOPE 1 - FUNCTIONALITY					
3.16.1	Table of contents Table of contents should include a clear and complete identification of the information submitted				
3.16.2	Part 1: Invitation to Tender Tenderers must complete and submit the "Invitation to Tender" document.				
3.16.3	Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria Tenderers must complete indicating compliance/noncompliance or noted. In case of noncompliance details and referencing to the specific paragraph is required.				
3.16.4	Part 3: SARS Tax Clearance Certificate An original valid SARS Tax Clearance Certificate must accompany the proposal. In case of a consortium/ joint venture, an original valid SARS Tax Clearance Certificate for each consortium/joint venture member must be submitted.				
3.16.5	Part 4: Declaration of Interest Tenderers must complete, sign and submit the Declaration of Interest.				
3.16.6	Part 5: Declaration of tenderer's past supply chain management practices Tenderer's must complete, sign and submit the Declaration form				
3.16.7	Part 6: Vendor Information A list with the following details in respect of all company directors/member of Close Corporation must be provided: <ul style="list-style-type: none"> • Full Names and Surname • Identity Number • Designation within organisation *Failure to provide this information shall invalidate the bid				
3.16.8	A comprehensive company profile of the organisation which covers all aspects of the company from initial establishment, i.e. services rendered, management experience, company experience, company structure, etc. *Failure to provide this information shall invalidate the bid				
3.16.9	The successful bidder will be required to complete a SANAS Vendor application form & submit the required source documents. Unsuccessful bidders will be invited to register should they wish to do so.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
3.16.10	Part 7: Building details The following information must be supplied: <ul style="list-style-type: none"> • Building Address • Photographs • Total area m² • Occupation date • Minimum lease term • Number of open and closed parking bays 				
ENVELOPE 2 – PRICING AND BBEE					
3.16.11	Part 1: Pricing Schedule Own pricing schedule can be compiled to cover costs as per terms of reference or the provided schedule can be used				
3.16.12	A pricing schedule with one of the specified elements omitted from the costing, may be considered non-responsive. Costs to be all-inclusive and inclusive of VAT				
3.16.13	Part 2: BBEE Certificate Tenderers must submit a valid BBEE Certificate where size of business is more than R5 million. Small businesses as defined are required to complete short questionnaire				
3.17. OPENING OF TENDERS					
3.17.1	There will be no public opening for the tenders received and there will be no discussions with any supply or organisation until evaluation of the tenders has been completed. Any subsequent discussions shall be at the discretion of SANAS.				
3.18. PHYSICAL EVALUATION					
3.18.1	SANAS reserves the right to conduct physical evaluations on short-listed tenders. The purpose of the visits would be to verify the contents of the submitted tenders by means of demonstration and to evaluate tenderer's capability to meet the requirements specified in this document and supporting documents.				
3.19. AWARD AND NEGOTIATION					
3.19.1	SANAS has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
3.19.2	Similarly, SANAS reserves the right not to select any of the prospective service providers submitting proposals.				
3.19.3	SANAS shall not be obliged to accept the lowest of any quotation, offer or proposal.				
3.19.4	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				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	awarded to a proponent that did not score the highest number of points.				
3.19.5	Unsuccessful tenderers will be informed in writing. SANAS will not enter into debates or correspondence with unsuccessful tenderers regarding the reasons why their tenders were not successful.				
3.19.6	A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of SANAS is Ron Josias or his written authorised delegate				
3.19.7	Documents submitted by tenderers will not be returned.				
3.20. DOMICILIUM					
	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows: SANAS Block G, Ground floor 77 Meintjies Street Sunnyside Pretoria 0001				

4. Bid Evaluation Process

- Bids will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).
- The evaluation of the bids will be conducted in (3) phases, namely:
 - Phase 1: Compliance to the minimum bid requirements.
 - Phase 2: Functional evaluation in accordance to the technical specifications
 - Phase 3: Price Evaluation in accordance to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indicate deviation
4.1. PHASE 1: COMPLIANCE WITH MINIMUM REQUIREMENTS					
4.1.1	During Phase 1 all bids will be evaluated to ensure compliance to minimum document requirements (e.g. Tax Clearance Certificates, etc), ensuring that all documents have been completed and that the compulsory specified documentation has been submitted in accordance to the bid requirements. Attendance of the compulsory briefing session. Bids that comply with the minimum requirements will advance to Phase 2 of the evaluation.				
4.2. PRICE, FUNCTIONALITY AND PREFERENCE POINTS					
4.2.1	All bids that advance to Phase 2 will be evaluated by a Bid Evaluation panel to determine compliance to the functional requirements of the bid.				
4.2.2	A physical site inspection may form part of the evaluation of the bids as the panel will require access to the proposed accommodation.				
4.2.3	90 Marks will be awarded for price and functionality, and 10 marks will be awarded for specific goals set out in the preference points claim form(s).				
4.2.4	Of the 90 marks awarded for price and functionality, 60 shall be awarded for functionality and 30 marks shall be awarded for price.				
4.3 PHASE 2: ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY					
4.3.1	Functionality will count out of 100 points. Bidders must achieve a minimum score of 60 out of 100 on the functionality evaluation to proceed to the next phase. Bids that score less than 60% of the marks available for functionality will be eliminated from further consideration. Points will therefore not be awarded for their cost proposals or for preference. In the event that no bidder complies with the minimum score of 60 out of 100, SANAS reserves the right to select the best proposal(s).				

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indicate deviation
4.4 DETERMINATION OF PERCENTAGE FOR PRICE					
4.4.1	If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.				
4.5 CALCULATION OF POINTS FOR FUNCTIONALITY AND PRICE					
4.5.1	The percentages obtained for functionality shall be added to the percentage obtained for price to obtain a percentage out of 100, which in turn shall be converted to points out of 90 in terms of Regulation 8 of the Preferential Procurement Regulations.				
4.6 PHASE 3: AWARDING OF POINTS FOR PREFERENCES/GOALS					
4.6.1	The bidders that have successfully progressed through to Phase 3 will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).				
4.7 COMBINING FUNCTIONALITY, PRICE AND PREFERENCE POINTS					
4.7.1	The preference points for each bid will now be added to the price and functionality mark for that bid (see 4.6.).				
4.7.2	The Bid Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 4.8. or to a lower scoring bid on justifiable grounds				
4.8 PHYSICAL EVALUATION					
4.8.1	SANAS reserves the right to conduct physical evaluations on short-listed tenders. The purpose of the visits would be to verify the contents of the submitted tenders by means of demonstration and to evaluate tenderer's capability to meet the requirements specified in this document and supporting documents.				
4.9 ADJUDICATION OF BID					
4.9.1	The Tender Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.				
4.10 EVALUATION CRITERIA					
4.10.1	All qualifying bids will be evaluated in accordance with the criteria as stipulated in the table below				

CRITERION	Rating					Weight	Total
	1	2	3	4	5		
The Bids will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows: 1 = Very poor, 2 = Poor, 3 = Good, 4 = Very good, 5 = Excellent							
Functionality							
1. Availability of the premises						20	
2. Accessibility of building and premises for customers/general public						15	
3. Accessibility of premises, building and facilities for disabled persons						5	
4. Access to public transport for employees and customers						10	
5. Location within +/- 15km radius of Pretoria CBD						10	
6. Availability of parking for employees and customers						20	
7. General safety, hygiene and security of building						10	
8. Required space of 2000m ²						10	
TOTAL						100	
A Threshold of 60% is applicable before price and preference points							
Subtotal for functionality (maximum 60 points)						60	
2. Price							
2.1. Relative competitiveness of proposed price							
Subtotal (maximum 30 points)						30	
TOTAL POINTS FOR PRICE AND FUNCTIONALITY						90	
3. Preference points							
3.1. BBBEE status							
Subtotal (maximum 10 points)						10	
TOTAL						100	

5. Tax Clearance Certificate requirements

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

5.1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

5.2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

5.3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

5.4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5.5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za

5.6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

6. Declaration Of Interest

Any legal person, including persons employed by the state¹, 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.

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

6.2 Full Name of bidder or his or her representative:

6.2.2 Identity Number:

6.2.3 Position occupied in the Company (director, trustee, shareholder²):

6.2.4 Company Registration Number:

6.2.5 Tax Reference Number:

6.2.6 VAT Registration Number:

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.

¹"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.

²"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.

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

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:

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

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

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

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

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

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

6.2.9 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

If so, furnish particulars:

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

6.2.10 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

If so, furnish particulars.

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

6.2.11 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 of this bid? YES/NO

If so, furnish particulars.

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

6.4 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

7. Declaration of tenderer's past supply chain management practices

7.1 This tender may be disregarded if the tenderer, or any of its directors have:

- Abused the institutions supply chain management systems;
- Committed fraud or any other improper conduct in relation to such a system; or
- Failed to perform on any previous contract

In order to give effect to the above, the following questionnaire may be completed and submitted with the tender.

No.	Question	YES	NO
7.2	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).		
7.2.1	If so, furnish particulars		
7.3	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, www.treasuy.gov.za click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445		
7.3.1	If so, furnish particulars		
7.4	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?		
7.4.1	If so, furnish particulars		
7.5	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?		
7.5.1	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

8. Pricing schedule

Name of Bidder: _____

Offer to be valid for 120 days from closing date of bid

Please note the following:

- Own pricing schedule can be compiled to cover costs as per terms of reference.
- Monthly fee per m² should be all-inclusive
- Prices to include VAT

8.1	Rental	
8.1.1	Indicate net rental price per m ² (incl. VAT) for the office accommodation	R _____/m ² (incl. VAT)
8.1.2	Indicate operating costs price per m ² (incl. VAT) for the office accommodation	R _____/m ² (incl. VAT)
8.1.3	The prospective bidder needs to list all aspects included within the operational costs within this bid, for which SANAS will be responsible. (i.e. electricity, water, sewerage, refuse removal, waste management, CID levies, assessment rates, maintenance, etc.)	
8.1.4	Indicate gross rental price per m ² (incl. VAT) for the office accommodation	R _____/m ² (incl. VAT)
8.1.5	Indicate the number of closed parking bays	
8.1.6	Indicate the cost per closed parking bay (incl. VAT)	R _____ /bay (incl. VAT)
8.1.7	Indicate the number of open parking bays	
8.1.8	Indicate the cost per open parking bay (incl. VAT)	R _____ /bay (incl. VAT)
8.2	Tenant Installation	
8.2.1	Indicate what amount has been allocated for tenant installation allowance	R _____/m ² (incl. VAT)
8.2.2	The prospective bidder needs to provide a breakdown of all aspects covered and not covered within the tenant installation <i>NB: Failure to provide this information may invalidate the bid.</i>	
8.3	Deposit	
8.3.1	The prospective bidder needs to provide a breakdown and information of any deposit required	

8.4	Escalation	
8.4.1	Provide the escalation per annum to be applied to all costs	
8.5	Additional costs	
8.5.1	Provide information on other costs excluded	

9. Small Business BBBEE Questionnaire

According to the National Small Business Act, 1996, small businesses are defined as

"separate and distinct business entity, including co-operative enterprises and non-governmental organisations managed by one owner or more which, including its branches or subsidiaries, if any, predominantly carried on in any sector or sub-sector of the economy mentioned in column 1 of the Schedule and classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria opposite the smallest relevant size or class as mentioned in column 2 of the Schedule"

For SANAS to classify your business in line with the National Small Business Act, please supply the following information:

9.1. Total number of employees

Type	Total number of Employees (incl. HDI's)				Total HDI's			
	Professional	Technical	Admin	Total	Professional	Technical	Admin	Total
Full time								
Part time								
Disabled								

**HDI: Historical Disadvantaged Individuals*

9.2. Total annual turn-over

Total Annual Turnover

9.3. Total gross asset value (fixed property excluded)

Total Gross Asset Value