

BID NUMBER:	02/2018/19
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF OFFICE SPACE RENTAL FOR THE PERIOD OF FIVE (5) YEARS
VALIDITY PERIOD:	120 Days from the closing date
CLOSING DATE:	30 APRIL 2019
CLOSING TIME:	11:00 AM THE CLOSING TIME WILL BE AS PER THE CLOCK AT THE RTIA RECEPTION
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	Road Traffic Infringement Agency (RTIA) Head Office (at the reception)
ATTENTION:	Billy Motau
NB: Bidders must ensure that they sign the register at the reception when delivering their bids	
BIDDER NAME:	

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

BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following: <i>(To be completed for each JV/ Consortium member)</i>	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using subcontractors, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using subcontractors, indicate the following: <i>(To be completed for each subcontractor)</i>	
Name of subcontractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	

TABLE OF CONTENTS FOR RFB: 02/2018/19

- 1. CONDITIONS AND UNDERTAKINGS BY BIDDER**
- 2. BID CONDITIONS**
- 3. GENERAL CONDITIONS OF CONTRACTS**
- 4. ANNEXURES**

ANNEXURE A:	SBD 4 DECLARATION OF INTEREST
ANNEXURE B	SBD 3 PRICING SCHEDULE
ANNEXURE C:	SBD 6.1 BLACK ECONOMIC EMPOWERMENT
ANNEXURE D:	SBD 8 DECLARATION OF BIDDER PAST SUPPLY CHAIN MANAGEMENT
ANNEXURE E:	SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION
ANNEXURE F:	SCOPE OF WORK

1. CONDITIONS AND UNDERTAKINGS BY BIDDER BID

- 1.1 **The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- 1.1.1 Black ink should be used when completing Bid documents.
- 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. Road Traffic Infringement Agency will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to Road Traffic Infringement Agency 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 inserted therein.
- 1.3 I/We agree that -
- 1.3.1 the offer herein shall remain binding upon me/us and open for acceptance by Road Traffic Infringement Agency during the validity period indicated and calculated from the closing hour and date of the Bid;
- 1.3.2 the laws 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 below; and
- 1.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

Please note that the following clauses of RTIA's conditions and Procedures governing the Procurement of Services.

2.1 CONTRACT TERMINATION

2.1.1 A contract/s with a successful Bidder/s may be terminated by the RTIA on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. The RTIA, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the RTIA and the successful Bidder. In this instance the RTIA shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation, and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

2.2 DISPUTE RESOLUTION

2.2.1 All disputes arising out of this RFB or relating to the legal validity of this RFB or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation,
- Mediation,
- Arbitration,

2.2.2 Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.

2.2.3 If negotiation fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

2.2.4 The periods for negotiation or for referral of the dispute for mediation may be shortened or lengthened by written agreement between the parties.

2.2.5 In the event of the mediation contemplated in paragraph the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

- 2.2.6 A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 2.4.7 At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.
- 2.2.8 The arbitration shall be held at Sandton, South Africa, in English.
- 2.2.9 The South African law shall apply.
- 2.2.10 The parties shall be entitled to legal representation.
- 2.2.11 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.
- 2.2.12 This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFB.
- 2.2.13 Both parties shall comply with all the provisions of the RFB and with all due diligence during the determination of such dispute should the latter arise during the course of the RFB.

2.3 PAYMENT TERMS - LOCAL CREDITORS

- 2.3.1 Original, detailed, correct and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the Agency after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.
- 2.3.2 Tax invoices and all necessary supporting documents must be submitted to the Agency by the 1st (first) business day of a calendar month in order for payment to be effected by the end of the same calendar month. Otherwise payment shall be effected by the end of the following calendar month. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.
- 2.3.3 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Agency from time to time and at the Agency's sole discretion.

2.3.4 Payment shall furthermore be subject to the Agency's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances; and a copy whereof shall be furnished upon request.

2.4 TERMINATION

2.4.1 The following clause will be applicable to all contracts entered into/orders placed by RTIA:

If, at any time during the currency of this Bid and subsequent contract/order, RTIA in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to RTIA whether in any negotiations preceding the conclusion of, or in the execution of this RFP or any other agreement between the parties,

Then RTIA shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, RTIA shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. RTIA shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by RTIA. NO payment by RTIA to the other party after the lapse of such period shall preclude RTIA thereafter, from recovering from the other party any such damages as it may have suffered.

2.5 SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

2.6 COPIES REQUIRED

It is a condition that the Bidder/s shall furnish a proposal comprising of **one original plus 4 (four) copies** for the supply of products and services enumerated in this Request for Bid Document. The Bidder/s shall ensure that all the relevant information and documentation is submitted with the original as well as the copies. RTIA shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information in all four copies.

2.7 REASONS FOR DISQUALIFICATION

2.7.1 The RTIA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

2.7.2 Bidders who do not submit a CSD Reports on the closing date and time of the bid;

- 2.7.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFP;
- 2.7.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BBBEE credentials, experience, etc.;
- 2.7.5 Bidders who received information not available to other vendors through fraudulent means; and/or
- 2.7.6 Bidders who do not comply with **mandatory requirements** as stipulated in this RFP.
- 2.7.7 There shall be **no public opening** of the Bids received; however, the list of bids received may be published on the RTIA website. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of the RTIA. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 2.7.8 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.
- 2.7.10 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

2.8 ENQUIRIES

Enquiries regarding this Request for Proposal should be submitted via e-mail to:

Bid enquiries:

Manager: SCM	scmenquiries@rtia.co.za
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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	02/2018/19	CLOSING DATE	30 APRIL 2019	CLOSING TIME:	11H:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFICE SPACE RENTAL FOR PERIOD OF 7 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
WATERFALL 253 HOWICK EDGE B					
WATERFALL OFFICE PARK					
BEKKER ROAD					
MIDRAND					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	BILLY MOTAU		CONTACT PERSON	Basil Palmer	
TELEPHONE NUMBER	087 285 0475		TELEPHONE NUMBER	087 285 0507	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Billy.motau@rtia.co.za		E-MAIL ADDRESS	Basil.palmer.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – (PURCHASES)

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

PRICING SCHEDULE: OFFICE SPACE RENTAL

This annexure should be completed and signed by the Bidder’s authorized personnel as indicated below:

NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

The Bidder will be required to price on the following (from proposed Lease Agreement):

PRICING SCHEDULE:

Items	No of Units	Units	Price per unit	Price monthly
Rentable area		m2	VAT excluded	VAT excluded
Basement parking		bays	VAT excluded	VAT excluded
Shade parking		bays	VAT excluded	VAT excluded
Open parking		bays	VAT excluded	VAT excluded
Total (VAT Excl) (monthly in year 1)				
Total (VAT Incl) (monthly in year 1)				

Item	Price (Annual)
Total (VAT Incl) (annual - Year 1)	VAT inclusive
Total (VAT Incl) (annual - Year 2) incl. escalation - %	VAT inclusive
Total (VAT Incl) (annual - Year 3) incl. escalation - %	VAT inclusive
Total (VAT Incl) (annual - Year 4) incl. escalation - %	VAT inclusive
Total (VAT Incl) (annual - Year 5) incl. escalation - %	VAT inclusive
Total(VAT inclusive)(Over 5 years)	VAT inclusive

* Additional areas, parking, levies, etc (please specify).

Are the rates quoted firm for the full period of the contract?

If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown. Detail which cost items are subject to escalation specified in the proposed Lease Agreement and which cost items are subject to escalation at other rates. Refer to documentation specifying escalation of cost items.

SBD 4

ANNEXURE B: DELARATION OF INTEREST

1. 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.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

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.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....
.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
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?

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
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?

2.10.1 If so, furnish particulars.
.....
.....
.....

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

2.11.1 If so, furnish particulars:
.....
.....
.....

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

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

4 *DECLARATION*

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 The value of this bid is estimated to exceed/R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors

(IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .

2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.1 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number :
.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in

paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

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

DATE:.....

ADDRESS:.....

ANNEXURE D: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.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) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....

Signature

Date

.....

Position

Name of Bidder

Js365bW

SBD 9

ANNEXURE E: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.\

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the 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 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature	Date
.....
Position	Name of Bidder

ANNEXURE G: SCOPE OF WORK

1. PURPOSE

The purpose of this request for proposals is to obtain suitable office accommodation, preferably in the Midrand area, or within a 20 kilometer radius from Midrand, for the RTIA's national offices in Gauteng. The RTIA is therefore looking for a turn-key solution, which includes leasing of office space and parking facilities for a contract period of five (5) years with an option to renew for an additional one (1) year.

2. BACKGROUND TO ROAD TRAFFIC INFRINGEMENT AGENCY

The Road Traffic Infringement Agency (RTIA) is listed as a schedule 3A Public Entity under the Public Finance Management Act, 1999 (Act No. 1 of 1999). The RTIA, through its founding legislation, the Administrative Adjudication of Road Traffic Offences Act, 1998 (Act No. 46 of 1998), (AARTO Act), was established to facilitate the adjudication processes in relation to the infringement notices dispensed by the various Issuing Authorities to alleged infringers on South African roads.

The AARTO Act depicts the RTIA as an independent adjudicator designed to balance the rights of the alleged infringer vis-à-vis the application of road traffic laws by the Issuing Authorities. The impact bestowed upon the RTIA includes community educational and awareness programmes that will translate into a new habit of voluntary compliance amongst the road user community. In this regard, the RTIA is mandated to ensure the implementation of an objective, transparent and fair administrative adjudication process.

3. SPECIAL INSTRUCTION TO BIDDERS

Should a bidder have reasons to believe that the Technical Specifications are not open and/or are written for a particular brand or product; the bidder shall notify Supply Chain Management Unit within five (5) days after publication of the bid of such objection.

4. BACKGROUND OF THE PROJECT

The Road Traffic Infringement Agency seeks to lease an office building for a period of five (5) years with the option to extend the lease for a further one (1) years. The requirement is for a grade P/A office building of approximately three thousand to three thousand five hundred square meters (3,000 to 3,500m²) gross lettable areas in Midrand or within a 20 kilometer radius from Midrand.

The reasons for the need to find new office building for the RTIA are:

- a. The current lease agreement expired and is now on a "month to month" basis; and
- b. The current office building does not provide adequate space for the increase in the number of RTIA employees.

5. SPECIFICATIONS

5.1 Building: General Requirements

- The Road Traffic Infringement Agency is looking for office space from prospective bidders to offer 3,000 to 3,500 m² of gross lettable area. The said accommodation should be a new P grade (green ready or green) office space with 250 secure parking bays of which 80% must be basement or covered parking and 20% open parking bays.
- The proposed office accommodation should preferably be located within Midrand. The aforementioned building must be easily accessible and visible from major routes.
- The proposed building should be located in a node with the current or future business development. Proof of future development of surrounding areas should be provided.
- RTIA would like the building to be customised to fit its image and functions.
- The proposed building, whether existing or newly developed, must be ready for occupation by RTIA on the before 31st October 2019. Therefore, successful bidders must submit a building program with key milestones demonstrating how this can be achieved and will adhere within the given timeframe.
- The building must be in a secure environment that promotes the safety of the Road Traffic Infringement Agency employees, stakeholders and visitors and must have provision for access by people with disabilities.

6. TURNKEY SOLUTION.

RTIA envisage a turnkey solution proposal and therefore bidders must submit a profile of all the accommodation related services they provide and submit a separate price or rate for such services but excludes maintenance.

RTIA reserves the right to exclude or alter some of the proposed turnkey related services from the successful bidder.

7. SCOPE OF WORK.

- Provision or accessibility for fiber optic or microwave network must be available.
- The building should be situated in an accessible area where public transport such as taxis, busses and rail transport is available and next to major routes.
- The Agency requires the office premises to be customized to fit its image and suit its functions.
- All building related issues such as Occupational Health Certificates, Electrical Compliance, environmental and other related statutory requirements shall be complied with.
- The building shall have 24/7 security and allow for staff to work beyond office hours if required.
- The Office building shall preferably be on consecutive floors from ground floor up;
- If a bidder provides separate buildings that in aggregate match the space requirements, the distance between the buildings shall not be more than 500 meters;

- The building shall have an entrance/exit leading to and from the reception area;
- The building must make provision for installation of access control devices accessible to both employees and suppliers;
- The building shall have appropriate access for people with special needs/ disability (e.g. wheel chair ramp and hand rails);
- The building must be an existing building i.e. built structure, even if it is in the process of completion;
- Premium grade office building or can be developed to a P/A grade; Building must conform to energy saving (including water & plumbing) requirements.
- The offices and corridors must be fitted with carpets.
- The leased premises shall comply with local council by-laws and the National Building Regulations;
- Approximately 3,000 to 3,500m² Gross Lettable Area (GLA);
- Exterior and corporate identity signage and branding must be allowable;
- The office building must make provision for space planning;
- Existing wheel chair access to the building;
- The building shall have emergency water and power supply, such as water tanks and generators;

7.1 Required Grading of the Building

The building shall be a Grade P/A and meet the following requirements:

- The building must be new or generally not older than fifteen years or which has had major renovations,
- High quality modern finishes,
- Air conditioning,
- Adequate onsite parking,
- A good quality lobby finish,
- Quality access to/from an attractive street environment, and
- Adequate safety and security.
- Provide RTIA with new office space for open plan, meeting and boardrooms, pause areas, receptions, technical hubs, storerooms, work space filing, some bulk filing, canteen, kitchen, registry facilities, auditorium, gym, media room, training rooms as per table or any other accommodation space.
- **The service provider shall have the capacity and capability to provide services pertaining to space planning, interior design, architecture services, engineering (mechanical; electrical, fire, acoustics, etc.) services, Facilities Management and Lease contract management .Lease Option and Occupation Date.**
- The building should be completed and ready for occupation by the 31 October 2019

7.2 Floor Plans and Photographs of Proposed Building and Parking Facilities

The bidder must submit floor plans and photographs of proposed building and parking facilities and conduct space planning for the various divisions of the RTIA's staff, to demonstrate that the proposed building can accommodate the staff establishment as indicated in **Table 2**.

- Copies of all plans as in build
- Irrigation layout plans
- Plans to be made available in PDF, PDF-A, CAD, formats.

8. PARKING

- Parking must be provided within the same building or premises.
- Minimum of 250 secured and covered on-site parking bays (inclusive of 6 paraplegic's bays) will be required.
- Cater for people with disabilities in accordance with municipal by-laws, confirmation of which should be included in the proposal.
- Designated and secure parking is required for staff and additional parking for clients.

RTIA should be given right of first refusal to any additional parking that becomes available to the landlord in the course of the five (5) years

9. SECURITY REQUIREMENTS

The offer should include the bidder's contribution to the physical security requirements in terms of the Minimum Physical Security Standards;

- Burglar proofing and alarm in good working condition
- Security fencing/ Normal electric Fencing
- Modern Access Control
- Adequate lighting in parking area

10. AMENITIES

The proposed office space shall have the following:

- Well-functioning air-conditioning systems in individual offices, meeting rooms and rest rooms, each with air conditioner certificate.
- Air conditioning installation and maintenance is the responsibility of the landlord. A comprehensive list of all items installed, their current condition, maintenance history and asset registers to be supplied.
- Fitted Kitchens
- A continuous water supply
- Building must be disability friendly

11. BUILDING SERVICES

The building must make provision for goods and passengers lifts in relation to the size of the building if consecutive floor are applicable.

12. ABLUTION SERVICES.

- The bidder shall provide fully functional new or fully refurbished ablution facilities of the ratio 1:20 for ladies and 1:15 for gentlemen.
- Toilet facilities for people with disabilities (clients and employees) must be provided for according to National Building Regulations, SANS 10400.

13. LIGHTING PROTECTION

- The building shall have sufficient lightning protection in line with SANS 62305 which must be provided at bidders' costs and proof of compliance must be submitted.

14. LIGHTING

- All interior lighting shall be designed and installed to conform to SABS 10114 – 1: 2005 (edition 3).
- Each functional area shall have independent control of lighting while emergency lights shall comply with the National Building Regulations. Automated light switching (occupancy sensors) provided as first stage energy saving, standard requirements.

15. FIRE PROTECTION

- Fire control, safety and risks management shall be in full compliance with the National Building Regulations and building standards Act 1997 (Act 103 of 1997, as amended),, SANS 10400, as amended. Complete ASIB (Automatic Sprinkler Inspection Bureau) report will be required, along with all other information regarding fire compliance, provision, certificate and continuous maintenance of the installation will be the responsibility of the landlord. The building shall be equipped with evacuation plans and procedures in terms of the following: Compliant to the Occupational Health and Safety Standards and Requirements Act, SANS 10400,(a copy of the Occupational Health and Safety Certificate must be submitted)
- Comply with OHSA, 1993 (Act 85 of 1993 as amended and latest issue of SABS 0142(code of practice for the wiring of premises)
- Code of practice – interior lighting SABS 0114:1996. Part 1 (including the required lumens);
 - Offices Entrance halls and reception area
 - Offices Conference facilities, general offices, administration and filing: 500 lux
 - Offices Computer and business machines operation; 630 lux
 - Offices drawings

16.IT REQUIREMENTS

Suitable location for a server room with the following requirements shall be provided for by the landlord;

17.ICT CONNECTIVITY

- Telkom PRI infrastructure must be available (for AARTO Call Centre)
- Fiber or microwave infrastructure must be easily accessible (for internet connectivity)

17.1 Computer server room

The computer server room must meet the following standards:

17.2 General Space Characteristics

Room specifications

- Room walls, which must be brick-constructed and plastered on all sides, ceiling, and doors shall be sound proofed and isolated from other occupied areas.
- Doors shall be 1.070m to 1.300 m wide and 2.5m tall.
- Antistatic floor finishing (no wax) is recommended for raised floor tiles or sheet vinyl.
- Room should not have windows (for security, sound, and environmental management reasons).
- The room size must be at least a minimum of 75m²

17.3 Equipment

- Maximum electrical density of computing equipment in a server room should not exceed 27.8 watts per square meter.
- Computer racks shall have seismic bracing and proper grounding.
- Computer racks shall have adequate clearance per manufacturer specifications (but no less than 1.300m front and 0.950m rear clearance); the room itself should have a minimum 2.700m ceiling.
- The room shall have at least one phone.

17.4 Fire prevention

- Room shall have an adequate fire suppression system (a “pre-action” type system is highly recommended).
- Room shall be fire rated if cabling and cooling systems are combined in the same space above the ceiling or below the floor.

17.5 Cooling

- An under floor air distribution system is preferred, although ducted systems are acceptable. In either system, racks should be arranged in a hot isle/cold isle configuration. If under floor, minimum height should be 0.600m and the raised floor must be designed to accommodate the weight of fully loaded server racks, as well as any lifting and transportation devices used in the movement of racks, computational equipment, and ancillary support systems.

17.6 Mechanical Systems

Air conditioning (AC)

- Room cooling and humidity control shall be via an independent AC system (i.e., not connected to main building system), with a return air design point temperature and relative humidity of 22°C.
- There shall be sufficient clearance (minimum 1.210m) between the A/C unit and computer racks in order to avoid potential damage from water leaks, as well as to allow for maintenance access.

Future Planning

- Room design shall include appropriate planning for the removal of AC unit condensate (either via gravity or pump).
- Sufficient cooling redundancy should be considered and installed if possible.
- Sufficient future expandability and scalability shall be analysed and designed in conjunction with the mechanical and electrical system specifications
- In both the design and operational phases, administrators should calculate the “thermal buffer” of a room as a function of typical heat load and room air volume in order to determine and plan for the time window between a cooling system failure (partial or complete) and the point at which a room temperature limit is reached.
- Administrators may wish to provide the means for automatic software and hardware shutdown of systems based on various environmental conditions in the server room, e.g., temperature, fire alarms, water sensors, etc.

17.7 Electrical Systems

Capacity and quality

- The room shall have separate, dedicated power panels for both computer equipment and the A/C system. Mechanical and electrical systems should be designed for long- term, maximum expected room utilization (though not to exceed 27.8 watts per square meter).
- Building power quality considerations should be taken into account to determine the need for isolation transformers, UPS systems, and other power conditioning equipment. To the extent possible, such heat generating support equipment should not be located in the server room.
- A Power Distribution Unit (PDU) layout is preferred, with power monitoring and UPS support provided on a per rack basis.
- Electrical system shall be designed to provide an isolated ground, dedicated neutral, and a grounding grid.

17.8 Emergency planning

- Emergency/backup power should not be tied into the building life safety system. The department must supply and maintain separate backup power (e.g., UPS or generator) if desired.
- Server room electrical distribution system shall have easily accessible bypass trip capabilities for emergency shutdown.

17.9 Alarms and Security

Alarm systems

- Critical alarms related to the functioning of the A/C system and physical environment of the room must be mapped into the Landlord's Energy Management System.
- The RTIA will also be responsible to provide monitoring and alarming separate from the Landlord's Management system, in order to be notified of critical environmental events in the server room.
- The room should have water sensor alarms reporting to both the Landlord's Facilities Management and the RTIA.

Security

- All entrances to the room shall be properly secured and alarmed where appropriate

18. RTIA BRAND IMAGE AND SIGNAGE RIGHTS

- The bidder shall allow the RTIA Brand signage to be visible to the public.
- The Signage within the building must be allowed to be both mounted / fitted and or/ movable.
- RTIA will provide the signage and it is the bidders responsibility to mount in an agreed upon location.

19. OWNERSHIP OF THE BUILDING

- The bidder will be expected to provide proof of ownership of the building and proof of grading as per the registered architect
- Tenant Installation Items
- The bidder must submit a list of items that will form part of a standard tenant installation that will be covered by the landlord.

20. OFFICE SPACE SCHEDULE

- The office needs for RTIA are specified in Table 2

21. MAINTENANCE AND RATES

The landlord is responsible for office and building maintenance including but not limited to mechanical, electrical and structural.

- Insurance relating to structure is the responsibility of the landlord.

Full schedule and breakdown of operational cost and charges to be supplied and to keep the building operational and shall be adjusted annually. Additional repairs need to be quoted for on an ad-hoc basis.

The operational cost shall be proportionally borne by the RTIA with other tenants if applicable. The successful bidders shall be responsible for the scheduled and corrective maintenance of the building/premises.

This shall include at least but not limited to the following:

- a. Windows
- b. Roofs
- c. HVAC & Fresh air including cleaning the diffusers inside;
- d. Lightning protection; Electrical supply: Up to Distribution board
- e. Fire Protection and Detection;
- f. Plumbing
- g. Common area; Maintaining and up-keep, electrical reticulation;
- h. Grounds and gardens;
- i. Storm water;
- j. Parking;
- k. Washing the external windows & facades; and
- l. Generator Maintenance (RTIA will be responsible to replenish fuel at own costs)

22. RELATIONSHIP MANAGEMENT

- The bidder shall make provision for a designated single point of contact to manage all queries, issues and request that might arise

23. GENERAL

Regular Building and Maintenance Assessments required as follows

- Assessments of the performance of the service provider(s) will be conducted on a regular basis, if there is dissatisfaction with the performance, the lease stipulations will be exercised.
- The Facilities Manager and / or an appointed representative by the RTIA will meet with the landlord to discuss issues of mutual concern, review performance and to discuss any improvements for efficiency and effectiveness for the service rendered

24. STAIRS

All stairs must adhere to the OHS standards:

- Stairs must be carpeted.
- Non slip strips.
- All stairs must include handrails.
- Allows for easy flow of employees and clients

25. LIFTS AND EVACUATION CHAIRS

- a. Taking into account rules SANS 10400 4.44 to 4.47, as set out in the SA Standard Code of Practice for the Application of the National Building Regulations, as issued by the SABS, it is required that the premise offered, if consisting of more than one floor, shall be provided with at least one (1) lift to be utilised as a passenger lift to transport at least (8) persons or goods with a minimum payload of 1,000 kg at any given time.
- b. The minimum clearance entrance to a lift shall be of such dimension that it will be accessible for a wheelchair. If the premise has a basement level, the lift shall also serve that area.
- c. If the building does not allow for lifts **the offer shall include the bidder's contribution** to supply emergency evacuation chairs on all upper floors.

26. ACOUSTIC NOISE

All outside noises shall be reduced to an agreed acceptable level as per the SANS, OHSA and the Environmental Regulations for Workplace Act.

27. STANDARD SPECIFICATIONS

The office building offered shall comply at a minimum to and with the laws or local authority requirements and specifications:

A. Occupational Health and Safety Act

- I. The premises / building must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended, and the latest issue of SANS 10142 "Code of Practice for the Wiring of Premises";
- II. The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1997), as amended (SANS 0040);
- III. The Municipal by-laws and any special requirements of the local supply authority;
- IV. The local fire regulations;

B. Certificate of Compliance and Occupancy Certificate

Should the bid be awarded, related certificates must be provided to RTIA upon completion of the fit-out by the landlord.

- I. The office building must provide lighting as per building regulation,
- II. The office building must be fully air-conditioned and ventilated,
- III. Back-up generator power supply must be available in the event of power failure for the entire building,
- IV. The space(s) on offer must have its own electric distribution board(s),
- V. The office building must have existing fire detection and prevention services or make provision for these.

C. The lease offered must be for 5 years, with possible of one extension

- i. The lease offered must allow for further extension of the lease if required.
- ii. The occupancy date is no later than 01 November 2019.

D. The lease offered must provide a termination option

- I. The lease offered must provide the RTIA with right of first refusal,
- II. The lease offered must indicate the tenant installation allowance,
- III. The lease offered must provide an option for building maintenance by the lessor / landlord as part of the lease,
- IV. The lease offered must provide for air-conditioning as part of the lease.

Note: A signed and endorsed draft lease proposal is to be included for each building submitted for consideration in this bid.

28. SPACE PLANNING

The bidder must give an in-depth analysis of how the space should be efficiently utilised. This includes, but not limited to, office layout, use and type of office furniture needed, integration of energy efficiency practices and ease of communication and information flow amongst employees and clients.

29. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process entails the following phases:

Phase 1: Initial Screening Process - At this phase bidders responses are reviewed to check if bidders have responded according to RTIA's RFP document. (Bidder/s who complies with the screening process will be evaluated on mandatory requirements – i.e. the functional/technical requirements).

Phase 2: Evaluation of bid responses as per the evaluation criteria specified in the RFP document, i.e. Functional/Technical requirements. Site visits will be conducted to verify and evaluate the technical

requirements. (Bidder/s who scores 70 or more points out of 100 points will be evaluated further on price and preference)

Phase 3: Price and B-BBEE evaluation of bid(s) qualified as per preferential point system specified in the RFP document.

30. TECHNICAL MANDATORY AND TECHNICAL FUNCTIONAL CRITERIA

a. TECHNICAL MANDATORY REQUIREMENTS

Bidders must indicate compliance with this requirement as follows- By ticking the relevant box “Comply” or “Not comply”

Note: The following specific requirements must be met by the bidders and it will be expected of bidders to supply proof or confirm their commitment where applicable.

Mandatory	Comply	Not Comply
<p>The bidder must not have less than 5 years’ experience in industry and confirms that they have read and understood the terms and conditions set out in the attached Special Conditions of Contract and mandatory clauses to be incorporated into the lease agreement which terms and conditions the bidder accepts, in the event that the RTIA awards the contract to the bidder pursuant to this bid. The bidder must submit with the bid:</p> <p>A. A proposed Lease Agreement for 5 years with an option to renew for a further 1 year, B. Complete the attached Pricing Schedule (In a separate envelope), C. Special Conditions of Contract</p> <p>D. Floor Plans at a readable scale (including the parking layouts)</p>		
Substantiate / Comments		

Mandatory	Comply	Not Comply
<p>The Bidder confirms that the building offered is:</p> <ul style="list-style-type: none"> A complete built structure <p>Clearly stated in the proposal.</p>		

	Substantiate / Comments
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Mandatory	Comply	Not Comply
The Bidder confirms that the building offered is a Grade P/A or there are plans to upgrade the current building Grade P/A Clearly stated in the proposal.		

	Substantiate / Comments
--	--------------------------------

Mandatory	Comply	Not Comply
Indicate under Substantiate / Comments below whether the bidder is the owner/landlord or an agent/broker and, where the bidder is an agent or broker, the bidder must provide proof of mandate if acting on behalf of the owner/landlord. Please provide for each building offered. The RTIA does not pay commission on agent fees.		

	Substantiate / Comments
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Mandatory	Comply	Not Comply
Where the bidder is an agent or broker, the bidder must confirm that they are registered with the Estate Agencies Affairs Board and are in possession of a valid Fidelity Fund certificate and provide a certified copy of the EAAB registration and a certified copy of the valid Fidelity Fund certificate.		

	Substantiate / Comments
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Mandatory	Comply	Not Comply
The building shall have appropriate access for people with special needs/ disability or make provisions for such (e.g. wheel chair ramp). Clearly stated in the proposal.		

	Substantiate / Comments	

Mandatory	Comply	Not Comply
The bidder confirms that the minimum lettable area offered is approximately 3,000 to 3,500m ² Clearly stated in the proposal.		

	Substantiate / Comments	
--	--------------------------------	--

Mandatory	Comply	Not Comply
<p>The bidder confirms that they are in possession of the following certificate, Certificate of Occupancy of the building concerned, issued by the Municipality.</p> <p>Please attach a certified copy of the Certificate.</p> <p>Bidders not in possession of this certificate must attach proof of application for the certificate.</p> <p>The bidder must be in possession of this certificate prior to the lease agreement being signed.</p>		

	Substantiate / Comments	
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Mandatory	Comply	Not Comply
The bidder confirms that Exterior and Corporate identity, signage and branding will be allowable. Clearly stated in the proposal.		

	Substantiate / Comments	
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Mandatory	Comply	Not Comply
The building must comply with Occupational Health and Safety emergency evacuation process.		

The bidder must provide us with a certified copy of the certificate of compliance.		
	Substantiate / Comments	

Note: All requested mandatory documents if not submitted will be requested from the bidders, and shall be provided within a period of two (2) days of request failing which the bidders will be disqualified.

Note: Failure to comply with all the mandatory requirements shall lead to disqualification.

b. TECHNICAL FUNCTIONAL REQUIREMENTS

With regards to technical / functional requirements, the following criteria shall be applicable and the maximum points of each criterion are indicated in the tables below:

Technical Requirements: Technical / Functional Criteria (Submission) NB: Each proposal will be evaluated, based on the submitted documentation, on the following:	Allocation of Points	Total Points
Building Grade	20 points	
<ul style="list-style-type: none"> • Premium Grade 	20	
<ul style="list-style-type: none"> • A Grade 	10	
Space Planning	10 points	
<ul style="list-style-type: none"> • Minimum 3 years space planning experience 	10	
<ul style="list-style-type: none"> • Less than 3 years space planning experience 	0	
Parking	20 points	
<ul style="list-style-type: none"> • 30 Undercover Parking Bays 	5	
<ul style="list-style-type: none"> • Available shaded 150 Parking Bays 	10	
<ul style="list-style-type: none"> • Paraplegic/Special Needs Parking Bays 	5	
<ul style="list-style-type: none"> • None of the above 	0	
Accessibility	30 points	
<ul style="list-style-type: none"> • Ramps and Lifts installed where required 	20	
<ul style="list-style-type: none"> • Emergency Exits 	10	
Ablution Facilities	10 points	
<ul style="list-style-type: none"> • Number of toilets available as required 	5	
<ul style="list-style-type: none"> • Number of toilets for people with disabilities 	5	
Access to Public Transport	10 points	

Technical Requirements: Technical / Functional Criteria (Submission) NB: Each proposal will be evaluated, based on the submitted documentation, on the following:	Allocation of Points	Total Points
<ul style="list-style-type: none"> Less than a kilometre from premises 	10	
<ul style="list-style-type: none"> More than a kilometre from premises but less than 2kms 	5	
<ul style="list-style-type: none"> More than 2 kilometres 	0	

Bidder/s evaluated on the above technical criteria must score a minimum threshold of **70 out of 100 points** to be considered for site visits to confirm the infrastructure and will be further evaluated for price and B-BBEE.

Note: Should the Bid Evaluation Committee discover any misrepresentation from a bidder at any point of the evaluation process, such bidder/s will be disqualified instantly.

90/10 PRICE EVALUATION

The evaluation for Price and BBEE shall be based on the 90/10 PPPFA principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	90
2.	BBEE	10
Total		100

c. PRICING SCHEDULE: OFFICE BUILDING RENTAL

This annexure A SBD 3.3 shall be completed and signed by the Bidder's authorized personnel as indicated below:

NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

The Bidder will be required to price on the following (from proposed Lease Agreement):

PRICING SCHEDULE:

Item	Total	Unit of Measure	Price Per Unit	Price Per Month
Office Space	m ² (indicate square meter age offered)	Square meter		
Parking	225	Number of parking bays		

The Bidder will be required to price on the following (from proposed Lease Agreement):

PRICING SCHEDULE:

Item	Total	Unit of Measure	Price Per Unit	Price Per Month
Office Space	m ² (indicate square meterage offered)	Square meter		
Parking	225	Number of parking bays		
• Basement/Undercover Parking Bay	30			
• Shaded Parking Bay	165			
• Open Parking Bay	24			
• Special Need/Paraplegic Parking Bay	6			

The contract prices will remain fixed for the first year of the contract; thereafter will be subject to review on the anniversary of the contract based of Consumer Price Index (CPI).

Item	Price (Annual)
Total (VAT Incl) (annual - Year 1)	VAT inclusive
Total (VAT Incl) (annual - Year 2) incl. escalation - %	VAT inclusive
Total(VAT inclusive)(5 years)	VAT inclusive
*	

* Additional areas, parking, levies, etc. (please specify).

Are the rates quoted firm for the full period of the contract?

If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown. Detail which cost items are subject to escalation specified in the proposed Lease Agreement and which cost items are subject to escalation at other rates.

	Comply	Not comply
Mandatory: If the prices are not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.		
Substantiate / Comments		

Please indicate your total bid price here: R..... (Compulsory)

(a) Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.

(b) NOTE: All prices must be VAT inclusive and must be quoted in South African Rand.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

Bidder's Name:

Signature:

Date: