



## agriculture & rural development

Department:  
agriculture  
& rural development  
**PROVINCE OF KWAZULU-NATAL**

### **KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

**BID No: ZNB 4309/19A**

#### **DESCRIPTION OF SERVICE:**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR CONTRACT FOR ROUTINE ANALYTICAL AND RESEARCH LABORATORIES WITHIN THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

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**NAME OF BIDDER:** \_\_\_\_\_

#### **Compulsory briefing session**

Venue	Department of Agriculture and Rural Development Cedara, Auditorium
Date	12-02-2020
Time	11:00

#### **PREQUALIFICATION CRITERIA**

Only tenderers who meet the following prequalification criteria may respond: -

- (i) BBBEE Level 1-4 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017);  
and
- (ii) EME or QSE (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)

#### **Return of Bid:**

Bids must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200. Tel: **(033) 355 9109** before **11:00** am on the closing date: **20 February 2020**

#### **Issued by:**

The Department of Agriculture and Rural Development  
1 Cedara Road  
Cedara  
3200

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**Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing**

## SECTION A

SBD1

PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNB 4309/19A	CLOSING DATE:	20/02/2020	CLOSING TIME:	11:00 AM
DESCRIPTION	Appointment of a Panel of Service Providers for the Maintenance and Repair of Labs				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development</b>					
<b>Supply Chain Management</b>					
<b>1 Cedara Road</b>					
<b>Cedara, 3200</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms N Makaula		CONTACT PERSON	Mrs L.M Thurtell	
TELEPHONE NUMBER	033 355 9109		TELEPHONE NUMBER	033 355 9456	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Nozizwe.makaula@kzndard.gov.za		E-MAIL ADDRESS	n/a	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:.....

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

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

DATE:.....

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE  
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

**PRICING SCHEDULE**

NAME OF BIDDER: _____	BID NO.: <b>ZNB 4309/19A</b>
CLOSING DATE: <b>20-02-2020</b>	CLOSING TIME <b>11:00</b>

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
<b>ZNB 4309/19A</b>	<b>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR</b>	

Official company stamp

\_\_\_\_\_  
Signature

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative:.....
  - 2.2 Identity Number .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number:.....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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<sup>1</sup>"State" means –

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

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

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
- 2.7.1 If so, furnish the following particulars:
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you 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.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
- .....
- .....
- .....
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
- .....
- .....
- .....
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.
- .....
- .....
- .....
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**



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.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Reference Number</b>	<b>Tax Number</b>	<b>State Number</b>	<b>Employee / Persal Number</b>

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. 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 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
Black people	√	√

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

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

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

## 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.**

4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE  
AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregards 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:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the 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.
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

**COMPULSORY OFFICIAL BRIEFING SESSION CERTIFICATE**

N. B.: THIS FORM MUST BE COMPLETED AND INCLUDED IN THE BID.

**Bid No: ZNB 4309/19A**

**SERVICE: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR**

---

THIS IS TO CERTIFY THAT (NAME): .....

ON BEHALF OF: .....

ATTENDED THE COMPULSORY BRIEFING SESSION ON.....  
(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....  
**NAME AND SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

.....  
**NAME AND SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**

**DATE:** .....

**DEPARTMENTAL OFFICIAL STAMP:**

**AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Director.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1.....

2.....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as.....

.....

**SIGNATURE..... DATE.....**

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ..... hereby authorise .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

**SIGNATURE SIGNATURE SIGNATURE**

**DATE DATE DATE**

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation).....  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:**

.....  
(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES: 1**.....

**2**.....



**F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners

on.....20.....Mr/Mrs.....,

Mr/Mrs....., Mr/Mrs.....and

Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

**SECTION B**  
**GENERAL CONDITIONS OF CONTRACT**

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.

- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2-
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **5. PATENTS**

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

## **6. PACKAGING, MARKING AND DELIVERY**

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

## **7. CONSIGNMENT OF GOODS**

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.



- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

## **8. PAYMENT**

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

- 9.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## **10. CONTRACT PRICE ADJUSTMENT**

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or

tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

## **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
  - 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
  - 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
  - 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's

estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **12. LAW TO APPLY**

- 12.1 The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

## **13. OFFERING OF COMMISSION OR GRATUITY**

- 13.1 If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

## **14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
  - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

## **15. WEIGHTS AND MEASURES**

- 15.1 The quantities of goods offered or delivered shall be according to South African standard weights and measures.

## **16. SECURITY**

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

## **17. ORDERS**

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
- 17.2.1 Name of Institution placing order;
  - 17.2.2 Provincial official order number;
  - 17.2.3 Quantity ordered; and
  - 17.2.4 List of items ordered.

## **18. EXPORT LICENCES**

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
  - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **19. INSURANCE**

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## **20. INSPECTION, TESTS AND ANALYSES**

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.

- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

- 21.1 Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23. PRICE LISTS**

- 23.1 Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

## **24. SUBMISSION OF CLAIMS**

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

## **25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

## **26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

## **27. AMENDMENT OF CONTRACT**

27.1 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.

## **28. NOTICES**

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

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

## **29. INCIDENTAL SERVICES**

29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
- (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

## **30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

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

30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

### **31. SPARE PARTS**

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

### **32. PENALTIES**

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

### **33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

### **34. GOVERNING LANGUAGE**

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



### **35. TAXES AND DUTIES**

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**SECTION C**  
**TERMS OF REFERENCE**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR CONTRACT FOR ROUTINE ANALYTICAL AND RESEARCH LABORATORIES WITHIN THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

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**PART A**

**1. BACKGROUND**

- 1.1 The KwaZulu-Natal Department of Agriculture and Rural Development have the following routine and research laboratories and College Infrastructure:
- 1.1.1 Allerton Provincial Veterinary Laboratory (APVL)
  - 1.1.2 Vryheid Regional Veterinary Laboratory (VRL)
  - 1.1.3 Analytical Services (7 laboratories) Soil Fertility, Plant Nutrition, Feed, Salinity, Biochemistry, Plant Health Diagnostic Centre and Crop Protection) housed at Cedara
  - 1.1.4 Juncao Mushroom Laboratory Complex / Based at Cedara
  - 1.1.5 Juncao Mushroom Laboratory Complex / Based at KwaDindi
  - 1.1.6 Juncao Mushroom Laboratory Complex / Based at Dukuduku
  - 1.1.7 College Laboratories and Complexes (Cedara and OSCA)
  - 1.1.8 Research and Technology Development research equipment and infrastructure (Horticulture, Agronomy, Crop Protection, Grass and Forage Scientific Research services and Livestock Science Research Services and Farming System Resources)
- 1.2 Allerton Veterinary Laboratory, Analytical Services, Juncao Mushroom Project and Research Sub Components of Research and Technology Development supply an agricultural analytical laboratory and a research service for the Department's clients (farmers, researchers, consultants, extensionists and veterinarians) where charges are levied for the laboratory services carried out. During the last financial year over three, million, seven hundred thousand rand (R3.7 million) in revenue was collected for laboratory services rendered.
- 1.3 The Colleges based at Cedara and OSCA supply an education service for students wishing to make agriculture their career. Funds in the form of fees are also levied by the Colleges for tuition, board and lodging.
- 1.4 In terms of this contract a service provider(s) will be called out to manage, install, upgrade, maintain, troubleshoot and repair generalized equipment and infrastructure the above listed complexes housed within the Department of Agriculture and Rural Development in KwaZulu-Natal.
- 1.5 Without this contract in place, the daily running of the routine laboratories would be compromised, as there would be no recourse for emergency call-outs when breakdowns occur. This will have a significant negative impact on service delivery to the Department's clients who use the Laboratories on an on-going basis and who need results speedily and in some instances immediately.

- 1.6 Additionally without this contract in place, the running of research trials and the Colleges' operations will be compromised, making it difficult for staff and students in the components listed above to achieve their mandates.

## **2. GOALS**

- 2.1 The overall goals of this TOR are to appoint a suitable and qualified service provider to a panel of service providers for maintenance and repair of generalized equipment, systems and infrastructure pertaining to laboratories and research institutions.
- 2.2 Included in the contract will be the maintenance and repair of College Infrastructure and Equipment.

## **3. OVERALL OBJECTIVE**

- 3.1. The overall objective of establish the panel of qualified contractors for management and supply a project for the installation, commissioning, upgrade, maintenance, troubleshooting and repair of generalized equipment, infrastructure and systems of the above listed complexes housed within the Department of Agriculture and Rural Development in KwaZulu-Natal.

### **3.2 The primary objectives of the Laboratory Maintenance Contract are:**

- 3.2.1 To enable compliance with the safety requirements as set out in the Occupational Health and Safety Act 85 of 1993 (Updated 2005).
- 3.2.2 When technical systems, instruments, or infrastructure breakdown due to wear and tear from high volume of work, it is imperative that maintenance and repairs to these systems are carried out as soon as possible (**within eight (8) hours**) to prevent contraventions to the Act which could endanger staff and negatively impact on production and thus service delivery.
- 3.2.3 To maintain and support technical infrastructures and their systems.
- 3.2.4 With the maintenance contract in place, the infrastructures of the laboratories and research complexes are maintained to support the scientific analytical equipment worth over twenty million rand used in the laboratories. A large component of the infrastructure are systems such as (but not limited to) the air-conditioning system and demineralization plant.

## **4. SCOPE OF SERVICES/SCOPE OF WORK**

- 4.1. This includes the installation, commissioning, calibration, modification, routine maintenance and repairs of generalized equipment and their supporting infrastructure.
- 4.2. The list below pertains to 4.1, but a different schedule under Part B will deal with the routine maintenance carried out on equipment, systems and infrastructure.
  - 4.2.1. The installation and repairs of soil grinders, plant milling apparatus, pelleting machine, roller mill, feed mixers and hammer mills.
  - 4.2.2. Extraction hood and laminar flow bench installations and repair to the operating parts.
  - 4.2.3. Installation, modification and/or repair to fume hoods and fittings.
  - 4.2.4. Repair to Fibre blocks.
  - 4.2.5. Repair measuring equipment such as but not limited to, analytical balances, moisture analysers.
  - 4.2.6. Repair to soxlet fat extractor and supporting water pump system.
  - 4.2.7. Gas fitting supplies (including gas lines and the various regulators), and the troubleshooting and repair of these as they are linked between the gas bottles to the analytical instruments.

- 4.2.8. Operational environments for highly sensitive instruments such as, but not limited to, the Inductively Coupled Plasma, Atomic Absorption, Microwave Plasma (MP), Moisture Analyser, Gas Chromatograph, Near Infra Red, Mid Infra Red, Dumas instruments, uv/visible spectrophotometers, Auto Analyzers, Flow Injection Analyzers, PCR instrumentation and microscopes.
- 4.2.9. Installation, troubleshooting and repairs to autoclaves and distillation units.
- 4.2.10. Installation, troubleshooting and repairs to centrifuges.
- 4.2.11. Installation and repairs to general laboratory equipment such as, but not limited to, incubators, furnaces, ovens, stirrers and paddles – not mentioned in any other tables.
- 4.2.12. Electrical capability to maintain building electrical systems.
- 4.2.13. Plumbing capabilities for minor repairs.
- 4.2.14. The manufacture, installation and repair of various items such as gas cages to comply with the OHS Act.
- 4.2.15. The troubleshooting and repair of complex air-conditioning systems.
- 4.2.16. The troubleshooting and repair of the air-conditioner chiller units.
- 4.2.17. The troubleshooting and repair of standby generators.
- 4.2.18. The troubleshooting and repair of the acid traps.
- 4.2.19. The troubleshooting and repair of vacuum pumps and compressors.
- 4.2.20. Troubleshooting and repair to components such as pumps and de-mineralization plants.
- 4.2.21. Troubleshooting and repair of mushroom pack production equipment.
- 4.2.22. Troubleshooting and repair of steamers in the mushroom units.
- 4.2.23. Troubleshooting and repair of technical measuring equipment used for animal production trials.
- 4.2.24. Troubleshooting and repair of technical infrastructure in support of oyster mushroom production.
- 4.2.25. Troubleshooting and repair of Research infrastructure such as, but not limited to, technical Fertigation systems.
- 4.2.26. Troubleshooting and repair of cargo lifts housed in the complexes listed above.
- 4.2.27. Consultation on improved laboratory technology in terms of operational processes.
- 4.2.28. Troubleshooting and repair to standalone freezers and fridges.
- 4.2.29. Trouble shooting and repair to walk-in refrigerators and walk in deep freezers.
- 4.2.30. Troubleshoot and repair extractor fans and fan heaters in soil drying room
- 4.2.31. Any other laboratory, research or college related installation, troubleshooting or repair not mentioned here.

4.3. Indicate (X) the routine and research laboratory/ Laboratories and College infrastructure you wish to bid for:

No	ROUTINE AND RESEARCH LABORATORIES	TOWN	TICK (X) NEXT TO PREFERRED INSTITUTION
1	Allerton Provincial Veterinary Laboratory (APVL)	Pietermaritzburg	
2.	Vryheid Regional Veterinary Laboratory (PVL)	Vryheid	
3	<p><b>CEDARA:</b></p> <ol style="list-style-type: none"> <li>1. Analytical Services (6 laboratories) Soil Fertility, Plant Nutrition, Feed, Salinity, Biochemistry &amp; Plant Health Diagnostics) housed at Cedara</li> <li>2. Crop Protection Laboratory housed at Cedara</li> <li>3. Juncao Mushroom Laboratory Complex / Base at Cedara</li> <li>4. Research and Technology Development research equipment and infrastructure (Horticulture, Agronomy, Crop Protection, Grassland science, Animal science and Farming System Resources)</li> </ol> <p>Cedara College Laboratories and infrastructure</p> <p><b>KWA DINDI</b></p> <p>Juncao Mushroom Laboratory Complex / Base at</p>	<p>Pietermaritzburg</p> <p>Pietermaritzburg Pietermaritzburg</p> <p>Pietermaritzburg</p> <p>Pietermaritzburg</p> <p>KwaDindi near Edendale</p>	
4.	<ol style="list-style-type: none"> <li>1. Research and Technology Development research equipment and infrastructure (Horticulture, Agronomy, Crop Protection, Grassland science, Animal science and Farming System Resources)</li> </ol> <p><b>OSCA</b></p> <ol style="list-style-type: none"> <li>1. Colleges Laboratories and infrastructure</li> </ol>	<p>Makhathini Bartlow Combine Empangeni</p>	
5	<ol style="list-style-type: none"> <li>1. Research and Technology Development research equipment and infrastructure (Horticulture, Agronomy, Crop Protection, Grassland science, Animal science and Farming System Resources)</li> </ol>	Dundee	
6	<ol style="list-style-type: none"> <li>1. Research and Technology Development research equipment and infrastructure (Horticulture, Agronomy, Crop Protection, Grassland science, Animal science and Farming System Resources)</li> </ol>	Kokstad	
7	<p><b>DUKUDUKU</b></p> <ol style="list-style-type: none"> <li>1. Juncao Mushroom Laboratory Complex / Base</li> </ol>	Dukuduku near St Lucia	

## PART B

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR CONTRACT FOR ROUTINE ANALYTICAL AND RESEARCH LABORATORIES WITHIN THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

1. Tenders must be registered with a CIDB contractor grading designation of higher or equal than specified. Service Providers will be listed and classified according to their CIDB gradings and will only be considered for work during the contract period that falls within the ranges and classes of construction works within the CIDB gradings and values.
2. Service Providers will be able to upgrade during the existence of the contract to a higher grade approved by CIDB. Documentary proof in such case must be submitted.
3. For routine maintenance carried out, on each category a log book must be in place with work carried out, captured. Any spare parts purchased must be recorded and a copy of the invoice scanned and emailed to the relevant manager of each division.
4. The above service and maintenance have been divided into the following categories.

CATEGORY	SPECIFICATION	REQUIREMENT	FREQUENCY	COMPETENCY REQUIREMENT	TICK (X) NEXT TO PREFERRED INSTITUTION
A	Installation, maintenance of plant and feed milling apparatus, pelleting machine, grain blower and hammer mills.	<ol style="list-style-type: none"> <li>1. Check on drive belts and fins.</li> <li>2. Check rotary hammer is not damaged.</li> <li>3. Electrical capacity correct</li> </ol>	<b>Annual Service</b>	<ol style="list-style-type: none"> <li>1. CIDB EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	
B	Maintenance of analytical gas lines and extraction chimneys	<ol style="list-style-type: none"> <li>1. Install gas lines</li> <li>2. Move gas lines and extraction chimneys if necessary</li> <li>3. Check gas regulators</li> <li>4. Maintain extraction fans</li> <li>5. Maintain chimneys</li> </ol>	<b>Annual check on extraction fans and regulators.</b>	<ol style="list-style-type: none"> <li>1. SAQCC Registration</li> <li>2. LPGSASA</li> <li>3. SACGA</li> </ol>	

C	Operational environments for highly sensitive instruments such as, but not limited to the Inductively Coupled Plasma, Microwave Plasma (MPI, Moisture Analyser, Atomic Absorption, Gas Chromatograph, Near Infra Red, Mid Infra Red, Dumas instruments, uv/visible spectrophotometers, Auto Analyzers and Flow Injection Analyzers.	<ol style="list-style-type: none"> <li>1. Ensure benches are structurally strong enough to hold instruments.</li> <li>2. Electrical capability to each instrument</li> <li>3. Provision of compressed air lines where correct filters are installed and maintained.</li> <li>4. Provision of vacuum sites where required for instrumentation operation</li> <li>5. Maintain extraction systems</li> </ol>	<b>Annual check on systems.</b>	<ol style="list-style-type: none"> <li>1. CIDB EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> <li>3. SAQCC Registration</li> <li>4. LPGSASA</li> <li>5. SACGA</li> </ol>	
D	Maintenance of Chiller unit of central air conditioner: Minor Service	<ol style="list-style-type: none"> <li>1. Remove &amp; clean stainless steel filter between main Aircon chilling filter &amp; cooling tower</li> <li>2. Partially flush chiller unit to remove any debris and refit filters</li> <li>3. Check that chiller compressors shut down and re-initiate at correct set points</li> <li>4. Re-start chiller unit and check that cooling water flow is operating.</li> <li>5. Check all compressors are functioning and check temperature reduces to 6°</li> </ol>	<b>Monthly</b>	<ol style="list-style-type: none"> <li>1. CIDB ME</li> </ol>	
E	Major Service of Chiller plant	<ol style="list-style-type: none"> <li>1. Dedicated software to validate equipment required</li> <li>2. Full circuit analysis for fault diagnostic check - circuit and analog values</li> <li>3. Gas recovery for circuit : top-up analysis.</li> <li>4. Replace oil pump and drain and replace oil.</li> </ol>	<b>Annual</b>	<ol style="list-style-type: none"> <li>1. CIDB ME</li> </ol>	

		<ol style="list-style-type: none"> <li>5. Replace oil filter.</li> <li>6. Chemical and mechanical wash of condensers and pressures.</li> <li>7. Check and replace driers if required.</li> <li>8. Re-gas where necessary.</li> </ol>			
F	Minor service of four air conditioner plant room equipment	<ol style="list-style-type: none"> <li>1. Correctly remove and sluice filters. Apply specific technical virucidal and anti-bacterial disinfectant to reduce airborne contamination spread.</li> <li>2. Reseat and verify function.</li> <li>3. Check on condition of belt drives &amp; replace where required.</li> <li>4. Check electronic air conditioner control systems and trip switches.</li> <li>5. Troubleshoot for malfunction.</li> <li>6. Effect repairs where required.</li> </ol>	<b>Every 3 months</b>	1. CIDB ME	
G	Major service of four central air conditioner plant rooms including controls	<ol style="list-style-type: none"> <li>1. Calibrate temperature controls, heating and airflow controls for all four main aircon plant rooms.</li> <li>2. Full electrical assessment of circuit breakers for malfunction and wear in wiring.</li> <li>3. Check all contactors for extraction hood fan motors throughout building.</li> <li>4. Set up temperature for optimal laboratory, office and lecture room conditions.</li> </ol>	<b>Annual</b>	<ol style="list-style-type: none"> <li>1. CIDB ME/CE</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	



H	Service compressors and vacuum pumps	<ol style="list-style-type: none"> <li>1. Full service - check oil levels, pressure values, over-temperature valves.</li> <li>2. Ensure that no major repair is required owing to wear and tear.</li> <li>3. Check that compressed air conditioning unit is removing oil and water vapour in outlet air.</li> <li>4. Includes all compressor and vacuum pumps throughout buildings.</li> <li>5. On the Allerton no oil compressor in Biochemistry. Change of air inlet filters, check pressure values, over temperature valves.</li> </ol>	<b>Bi-Annual</b>	1. CIDB ME	
I	Service to generators	<ol style="list-style-type: none"> <li>1. Change engine oil and ensure oil heater system is functioning.</li> <li>2. Verify that generator ignition on power-down and switch-off on power-restored is functioning.</li> <li>3. Check coolant system functioning with no leaks.</li> <li>4. Ensure that cooling fan is operational and belt not worn.</li> <li>5. Check that board correctly reflects motor conditions and no alarm conditions present.</li> <li>6. Check that there are no leaks or wear on diesel system.</li> </ol>	<b>Annual</b>	<ol style="list-style-type: none"> <li>1. CIDB ME/EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	
J	Service to stand-alone air-conditioning units for all cold rooms, Laboratories, Research Facilities, mushroom unit and offices	<ol style="list-style-type: none"> <li>1. Clean filters and inner casings.</li> <li>2. Compressed air clean of external unit.</li> <li>3. Calibrate thermostat.</li> <li>4. Check that fan motors are operational and repair if not.</li> </ol>	<b>Annual</b>	1. CIDB ME	

		<ol style="list-style-type: none"> <li>5. Ensure drain is not impaired.</li> <li>6. Check indoor and outdoor electrical connections.</li> <li>7. Check gas pressure operation and re-charge with correct refrigerant gas where required.</li> <li>8. Pressure clean condenser coils.</li> <li>9. Chemical clean of condenser coils.</li> <li>10. Check cooling and heating operation.</li> </ol>			
K	Pressure testing of all Autoclaves and compressors. OHS Act requirement	<ol style="list-style-type: none"> <li>1. Measure vessel wall density.</li> <li>2. Max pressure test vessel to ensure no weaknesses present.</li> <li>3. Change air filter and clean housing.</li> <li>4. Change oil, check ring set, bearings and conrods.</li> <li>5. Assess drive belts, pulley systems and belt guards.</li> <li>6. Test pressure switch, over-pressure valve, starter box and transmission cables.</li> <li>7. Check functionality of non-return valve and drain valves.</li> <li>8. Measure changeover conditions: cut-off pressure and cut-in pressure differentials</li> </ol>	<b>Annual</b>	<ol style="list-style-type: none"> <li>1. CIDB EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	
L	Service to de-mineralization plant, cooling tower and de-ionizer	<ol style="list-style-type: none"> <li>1. Chemical analysis of make-up water, demineralisation units and effluent water for : pH, TDS, Total hardness (as CaCO3), Alkalinity, Chlorides (Cl), Zinc (as Zn2+)</li> <li>2. Verify cycles of concentration, Ryzner Index, Sludge colour and Iron (Fe).</li> </ol>	<b>Per annum</b>	<ol style="list-style-type: none"> <li>1. CIDB ME/EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	

		<ol style="list-style-type: none"> <li>3. Check filter permeation index and pre- and post- backwash pressures indices.</li> <li>4. Verify dosing pump type and relative setting.</li> <li>5. Calibrate dosing pump in ml/min and check dosing run time.</li> <li>6. Calculate total water consumption and effluent assessment.</li> <li>7. Refit and calibrate filter cartridges if required.</li> <li>8. Ensure adequate product stocks.</li> <li>9. Remove effluent if necessary.</li> </ol>			
M	Maintenance to soil grinders and extraction fans in the grinding room	<ol style="list-style-type: none"> <li>1. Assess bearings for functionality and re-grease.</li> <li>2. Check bearings and belts for wear and torsion and rectify where required.</li> <li>3. Check that motor is correctly operating the pulley and conveyor systems. All nuts and bolts are tight.</li> <li>4. Ensure that all mechanical connectors on conveyers are tight.</li> </ol>	<b>Per annum</b>	<ol style="list-style-type: none"> <li>1. CIDB ME/EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	
N	Maintenance to custom made stirrers in the Soil Laboratory Maintenance to Salinity Centrifuge Instrument. Maintenance to stirrer machines and cups in Salinity.	<ol style="list-style-type: none"> <li>1. Check on velocity.</li> <li>2. Maintain bearings and seals.</li> <li>3. Check on spinning speed.</li> <li>4. Maintain glass door seals.</li> </ol>	<b>Bi-annual</b>	<ol style="list-style-type: none"> <li>1. CIDB ME</li> </ol>	

O	Fume hood velocity and laminar flow cabinet service airflow velocity and sterility verification	<ol style="list-style-type: none"> <li>1. Anemometer assessment of fume hoods and laminar flow cabinets to ensure air flows are within specification.</li> <li>2. Post-hepa filter particle counts at 5u, 1u, 0.5u and 0.3u for sterility assessment.</li> <li>3. Replace filters if counts are out of specification.</li> </ol>	<b>Per annum</b>	1. CIDB ME	
P	Check and change (if necessary) laminar flow filters and pre-filters in as required. Pre-filters - 6 monthly. [R6 + R7 + R8] in Research component, laboratories and mushroom satellite bases.	<ol style="list-style-type: none"> <li>1. 24 laminar flow benches required for microbial sterility for all microbial and genetic research protocols</li> <li>2. Visual inspection of prefilters to ensure no obstruction by large particulate matter (&gt;26 microns) to minimise contamination of hepa filters</li> <li>3. Check hepa filters with pressure differential to ensure airflow not compromised.</li> <li>4. Check that motors and speed controls are functioning</li> <li>5. Verify that variable speed Controls are calibrated correctly</li> </ol>	<b>Bi-annual</b>	<ol style="list-style-type: none"> <li>1. CIDB ME/EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	
Q	Fume Cupboards	<ol style="list-style-type: none"> <li>1. Ensure extraction components are cleaned and maintained.</li> <li>2. Test flow rates.</li> <li>3. Ensure fans are operational.</li> <li>4. Ensure electricity compliance in the form of lighting.</li> <li>5. Maintain rollers on the sliding doors.</li> </ol>	<b>Annual</b>	<ol style="list-style-type: none"> <li>1. CIDB GB/EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	
R	Service steamers Cedara, KwaDindi & DukuDuku	<ol style="list-style-type: none"> <li>1. De-mineralise electrodes to restore specification.</li> </ol>	<b>Per annum</b>	<ol style="list-style-type: none"> <li>1. CIDB EB</li> <li>2. Valid Electrical Wireman's</li> </ol>	

		<ol style="list-style-type: none"> <li>2. Verify that steamers are operating within specified current rating.</li> <li>3. Ensure that control system in within safety specifications.</li> <li>4. Ensure that earth leakage is functioning.</li> <li>5. Check emergency stop operates under test conditions.</li> <li>6. Ensure no corrosion or damage to all high voltage wiring.</li> </ol>	<b>Repair if required</b>	<p>Licence registered with Dept. of Labour</p> <ol style="list-style-type: none"> <li>3. Authorised Limited switching obtained from ESKOM / Municipality.</li> </ol>	
S	Maintain lights throughout laboratories, colleges and research infrastructure -	<ol style="list-style-type: none"> <li>1. Replace electronic starters and ballasts where required.</li> <li>2. Check globe functioning and lumen intensity.</li> <li>3. Re-wire appropriate circuits to accept LE diode for energy saving</li> </ol>	<b>Monthly Check</b>	CIDB GB	
T	Service UPS	<ol style="list-style-type: none"> <li>1. Validate input and output AC values on all leads.</li> <li>2. Check charger float voltage and neutral earth voltage.</li> <li>3. Check and clean circuit boards if required.</li> <li>4. Measure output current and neutral earth.</li> <li>5. Measure individual battery voltages after time delay (where applicable).</li> </ol>	<b>Per annum</b>	<ol style="list-style-type: none"> <li>1. CIDB EB</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	
U	Maintenance of Milking machinery	<ol style="list-style-type: none"> <li>1. Check and replace rubber pipes and teat liners.</li> <li>2. Check milk pump and replace seals.</li> <li>3. Check vacuum pump and Replace seals.</li> <li>4. Set machine vacuum and</li> </ol>	<b>Per annum</b>	<ol style="list-style-type: none"> <li>1. CIDB EB/ME</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	

		<p>pulsation rate.</p> <ol style="list-style-type: none"> <li>5. Check milking points and transponder receiver.</li> <li>6. Maintain compressor and agitator on bulk tank.</li> <li>7. Check dositron and repair if needed.</li> </ol>			
V	Service of grain moisture meters	<ol style="list-style-type: none"> <li>1. Full calibration at all ranges using accredited reference test material.</li> <li>2. De-grease housing, platform and balance triads.</li> <li>3. Check power source functioning through voltage differential assay.</li> <li>4. Run compensation corrections for ambient moisture.</li> </ol>	<b>Per annum</b>	1. CIDB ME	
R	Service all ultrapure water services	<ol style="list-style-type: none"> <li>1. Replace pre-filters for particulate filtration.</li> <li>2. Replace all ultrapure filter packs for ion and microbiological filtration.</li> <li>3. Check re-generation system.</li> <li>4. Validate and calibrate all internal electronic specification parameters.</li> <li>5. Ensure that receiving vessel electronic control system is operational.</li> </ol>	<b>Per annum</b>	<ol style="list-style-type: none"> <li>1. CIDB EB light current</li> <li>2. Valid Electrical Wireman's Licence registered with Dept. of Labour</li> </ol>	
X	Maintenance to roofing	<ol style="list-style-type: none"> <li>1. Check extraction fans in roof for functionality and stability. (Haven't worked loose).</li> <li>2. Clean out gutters which have filled up with vegetation and dirt</li> </ol>	<b>Bi Annual</b>	CIDB GB	

		to prevent sagging and water leaks during storm events.			
Y	Maintenance to research Agria mowing machine	1. Check operational parts. 2. Replace cutters. 3. Replace bushes.	<b>Per annum</b>	CIDB GB	
Z	<b>Repairs</b> to building infrastructure and equipment that becomes non-functional: See Scope of Services listed above: Electrical Supply Water Supply Generalized technical equipment used in the labs, mushroom bases, research, vets and colleges. Repair to buildings for security purposes (eg: secure and repair doors and windows where necessary)	1. Troubleshoot, and repair  Charges as per agreement with regard to callout, travel, accommodation, hourly rate and the charging for spare parts.	<b>When necessary</b>	CIDB GB	
AA	Maintenance and repairs to gas installations in College Workshop.	1. Check for correct KPA of instrumentation. 2. Check regulators for functionality and leaks. 3. Check gas lines for minor leaks.	<b>Per annum</b>	1. SAQCC Registration	
BB	Maintenance and repairs to laboratory equipment and installations in College laboratory.	1. As above for Analytical Services 2. Check regulators for functionality and leaks. 3. Maintenance of minor drainage system of College Kitchen	<b>Per annum</b>	1. CIDB ME/EB 2. Valid Electrical Wireman's Licence registered with Dept. of Labour	

CC	Maintenance and repairs to water system in the College	<ol style="list-style-type: none"> <li>1. Maintenance of heat pump systems and their corresponding geysers.</li> <li>2. Maintenance of minor drainage system of College Kitchen</li> </ol>	<b>Per annum</b>	CIDB GB	
DD	Maintain and repair/replace extractor fans and fan heaters in soil drying room	<ol style="list-style-type: none"> <li>1. Check fans are in working order</li> <li>2. Check temp on heaters are correct</li> </ol>	<b>Bi annual</b>	CIDB GB	

**NOTE: i) The abovementioned list of items includes all ancillary equipment, distribution boards and control panels and the associated installations as applicable.**

**ii) When skilled workers work on semi-skilled categories of work, they will only be paid the semi-skilled rate.**



## **1.REPORTING ON SITE**

- 1.1. The Service Provider's representatives are required to report to the Departmental Maintenance Official (Minion Works) upon arrival and prior to departure from institutions. Where institutions do not possess Departmental Maintenance Official they shall report to the Administrator or Superintendent or Principal or Official in Charge or his/her second in command.
- 1.2. Artisan's day work sheets must be signed and stamped. Arrival and departure times must be clearly specified on a daily basis by the abovementioned responsible officials at institutions. The point of last and next call is to be indicated on each daywork sheet. A separate job sheet is required per Artisan per day.
- 1.3. The Service Provider's daywork sheets shall be endorsed with the official order number and/or instruction to proceed number prior to submission to the responsible official on Site. The name of each of the Service Provider's employees engaged on the works shall be endorsed on the daywork sheet.

## **1. SAFETY HEALTH AND ENVIRONMENTAL (SHE) PLAN**

- 1.1. Once appointed, in terms of this contract, Service Providers shall, before commencing any work, and within twenty-one (21) days after appointment submit a Health and Safety Plan which must be approved by the Employer.
- 1.2. Failure to submit a Health and Safety plan will prevent the service provider from being include on the database of approved contractors, and if this condition is not fulfilled within two months from date of letter of acceptance, the service provider will be excluded from the data base of approved service providers in total.
- 1.3. It will also be required, when applicable, after acceptance of quotations under this contract that the Service Provider update his Health and Safety and Environmental Plan for approval by the Department, which will contain all required risk assessments for the specific project for each and every project to be executed under this contract.
- 1.4. Refer also to the Contractors Health and Safety Declaration and required structure of the OHSE plan. This means that the Health and Safety and Environmental Plan needs to be amended and updated to take into account all risk assessments for the specific project.

## **2. PROGRESS CHART**

- 2.1. The Service Provider must provide a progress chart, for approval by the Employer's Representative, for each project awarded to him/her within 7 days of the date of site handover. The progress chart must be in a bar chart format and must list all activities necessary for completion of the project.

### **3. WORK IN CONJUNCTION WITH OTHER SERVICE PROVIDERS**

- 3.1. If directed in writing, the approved Service Provider shall execute work simultaneously with, or during a building Contract or other Contract, where the building or other service provider is designated by the Employer as the main Service Provider. The approved Service Provider shall co-ordinate and execute the works in accordance with the requirements of the Main Service Provider and indemnifies the Province against any claim whatsoever due to his/her actions of negligence in the execution of the works. Should a dispute arise in the coordination or execution of the Works between the approved Service Provider and Main Service Provider, the Employer shall issue an order in writing to resolve such a dispute.

### **4. COMPLETION PERIOD**

- 4.1. The completion period for each particular project will be stated in the applicable project specification or task order. No work shall be commenced without approval of the Employer or without an official order or letter of award. When quotations are invited for services, no extra Work requested by the Department shall be performed unless covered by a written instruction.

### **5. DELAYS: CLAIMS PROCEDURE**

- 5.1. In respect of any claims for an extension of time: The Service Provider shall within 28 working days after the circumstance, event, act or commission giving rise to such a claim has arisen or occurred, deliver to the Departments Representative a written claim.

### **6. CESSION**

- 6.1. The Service provider may not cede or assign any part of this contract without written approval of the Head: Works or his/her Representative.
- 6.2. The Service provider may not cede or assign any right or claim to monies due or to become due under this contract.

### **7. SPECIFICATION**

- 7.1. Project specifications will be included in quotation documents when quotations are invited for the specific project.

### **8. SERVICES PROVIDED BY THE EMPLOYER**

- 8.1. Although site services e.g. water and electricity and sanitary conveniences may, by mutual arrangement with the responsible official on Site, be available for use by the Service Provider this however, does not constitute automatic entitlement in every instance. Unless otherwise agreed the Contractor shall make his/her own arrangement for such on site services.

## 9. EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

- 9.1. The successful Service Provider shall supply all plant and tools normally required to carry out the type of work tendered for, which shall include portable generators, portable engine-driven welding machines and mobile compressors etc., as applicable. Where a Service Provider is required to hire plant or equipment not deemed to form part of his/her normal "Scope of Work", prior approval shall be obtained from the Head: Works or his/her duly appointed Representative.
- 9.2. The Service Provider shall be responsible for delivery, offloading and placing into the required position all items of equipment and materials.
- 9.3. The Service Provider shall be fully responsible for all arrangement for accommodation of his/her workmen and for the safe storage of his/her tools, material and vehicles. All materials and plant stored on Site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Service Provider shall remain fully responsible for all material and plant etc. until the completed work is handed over to, or has been officially accepted by the Department.

## 10. INVOICE FORMAT AND SUPPORTING DOCUMENTATION

- (a) The following information shall be reflected on all invoices:
  - i) Name of institution or complex/building
  - ii) Official order number and appointed representative's reference number where applicable
  - iii) Full description of work performed. (In respect of emergency callouts, the time, date and name of the person who called the Service Provider out must be indicated)
  - iv) Detailed list of materials/spare parts used showing prices, Service Provider's mark-up and subtotal
  - v) Labour hours performed, rate and subtotal
  - vi) Kilometres travelled and dates, rates and subtotal
  - vii) Subsistence claimed and dates, rate and subtotal
  - viii) VAT (at current rate)
  - ix) Grand Total
- (b) Original Invoices together with supporting documentation and daywork sheets shall be made out to the office indicated on the official order form/letter of appointment. The original invoices, supporting documentation and copies thereof must be submitted to the respective Appointed Representative of the Department in control of the project as applicable.

**NB.** It is essential that Service Providers have the administrative facilities to enable them to comply with the clerical and financial procedures entailed in the execution of any project in terms of this Contract.

## **11. LOG BOOKS**

11.1. All Work carried out on Site shall be fully detailed in the applicable log book. Any disruptions which are deemed to be beyond the Service Provider's control and which result in the Service Provider's workmen having to leave the Site, and verified by the responsible official on site, shall be logged in the applicable logbook and on the Contractor's daywork sheet.

## **12. PREVENTIVE MAINTENANCE SCHEDULES**

12.1. Preventive maintenance servicing of plant and equipment shall be carried out in accordance with the maintenance schedules and programmes to be supplied by the Employer. Copies must be made by, and at the cost of, the Service Provider as required of these schedules.

12.2. Service Providers who are required to carry out preventative maintenance servicing are required to submit to the Employer's Representative their planned service itinerary at least one week (7 days) prior to commencing the specified service work.

## **13. OVERTIME WORK**

13.1. The working of overtime is not intended under this Contract and no overtime will be paid in respect of normal Works. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services and urgent work as determined by the Department.

13.2. When overtime work is authorized by the Department, overtime rates as per the applicable rates as per the contract.

13.3. Should an emergency arise or where it is deemed necessary in the interests of the Department to work overtime, specific authority for such overtime must be obtained. The following are deemed as essential services:

### **13.3.1. Mechanical Installations**

- i) All services serving operating theatres
- ii) Air conditioning/Refrigeration
- iii) Main steam supply
- iv) Cold/Freezer room including Post-mortem Facilities
- v) Diesel driven generating sets
- vi) Bulk cooking equipment e.g. cooking pots and cooking ranges
- vii) Hot water plant serving
- viii) Water and sewerage pumps

### **13.3.2. Plumbing Installations**

- ix) Main water supply
- x) Main drainage
- xi) Burst hot water cylinders, burst water pipes and water leaks

### **13.3.3. Electrical Installations**

- xii) Electrical power supplies to all of the services listed under 18.1.1
- xiii) Main Electrical supplies to buildings and institutions.

Where working of overtime has been authorized by the Department overtime rates shall be applied as follows:

**13.3.4. Monday to Saturday Inclusive**

All overtime hours worked = Normal Time × 1.5

**13.3.5. Sundays and Public Holidays**

All overtime hours worked = Normal Time × 2

**NOTE:** For the purposes of determining when overtime shall commence, it will be taken that the normal working day is between the hours of 07h30 to 16h30, Monday to Friday.

**14. PREPARATION OF STEAM BOILERS FOR INTERNAL/EXTERNAL INSPECTION AND HYDRAULIC PRESSURE TESTING**

14.1. Where approved Service Providers are required to prepare Steam Boilers for the above mentioned inspections and tests, such official dates shall be strictly adhered to. Failure to comply with the official inspection requirements will make the Service Provider liable for any penalties which may be imposed by the Inspector of Machinery, and may further cause cancellation of the Contract.

**15. CODED WELDING**

15.1. Only welders in possession of valid Competence Certificates as defined in the Code of Practice for Welding (SANS 10044-1 and 2 of 2004) shall be employed in the construction and erection of Steam Equipment. All records and Competence Certificates relating to welding procedures and welders employed in the manufacture and the erection of Steam equipment, shall be accessible for inspection by the Department. Service Providers who tender for repairs to Steam Boilers shall state whether they have a Coded Welder/s in their employ, and if so shall furnish proof thereof with their Tender.

**16. SUB CONTRACTING OF WORK**

16.1. It is the intention that appointed Service Providers shall perform the Works using their own employees and resources. As such, sub-contract work is restricted to specialist services only, and shall be detailed and indicated on quotations and invoices accordingly.

16.2. The appointed Service Provider shall be held accountable for any incidences of non-performance, poor workmanship etc., in respect of any work undertaken by his/her sub-contractor.

16.3. Where building and electrical work associated with mechanical installations needs to be executed, the appointed Service Provider can execute such work using a specialist sub contract.

16.4. Where specific specialist work is required, for example internal inspections of pipes and ventilation systems, and x-rays of welding on structures, the appointed service provider can execute such work using a specialist subcontract.

16.5. Appointed Service providers shall not subcontract work for which they are directly appointed. Failure to comply with this clause may result in the termination of the tender award.

## **17. REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT**

17.1. Redundant materials and spare parts which arise from servicing or emergency and essential repairs must be listed by the Service Provider's workmen and handed over to the responsible official at the institution and a signature obtained therefore.

17.2. Redundant materials, plant and equipment arising from planned replacement and upgrading work shall:

17.2.1. When considered scrap by the Department i.e. having no monetary value and no use to anyone, be removed from site by the Service Provider. An amount must be quoted for under the price schedule when required, for removal of scrap, which amount will form part of the total quotation method.

17.2.2. When considered by the Department to have monetary value but is of no use to the Department the Service Provider may be invited to submit a quotation for the purchase and removal of same from Site. The Employer reserves the right to accept or reject such quotations.

**NOTE:** The Service Provider is responsible for all redundant materials and spare parts until handed over. No scrap or redundant parts, material, equipment or plant may be removed from Site without the prior written authority of the Department.

## **18. TESTING, FIRST DELIVERY, FINAL DELIVERY AND COMPLETION OF THE WORKS**

### **(a) First Delivery**

The procedure for First Delivery Inspection, in respect of servicing, maintenance and repair work, unless otherwise required by the Employer, and all upgrading, replacement and new works, shall be as follows:

- i) The Service Provider shall satisfy him/herself that the Works are tested and complete and to Specification in all respects, and to the satisfaction of the responsible official on Site.
- ii) The Service Provider shall then apply for an inspection on a date that suits both parties.
- iii) The Service Provider shall make timeous arrangements with the Employer's Representative for inspection of all Work prior to Departure of his/her workmen from the Site. The Service Provider shall submit his/her claim only after the Works are accepted.
- iv) Should any item whatsoever be noted during the inspection which may require attention or rectification, the Works will not be accepted. It will be necessary for the Service Provider to again arrange for an inspection once all outstanding items have been rectified at no cost to the Department. The Employer shall also be entitled, at his/her discretion, to deduct the costs of any fruitless inspection/s from monies owing to the Service Provider, in respect of the Works. Acceptance of the Works will only be taken as and when the Works are completed in every detail.
- v) The Service Provider is responsible for appointing his/her own foremen or supervisors for the supervision of the Works. It is not the responsibility of the Department or it's duly appointed representatives to perform such functions on behalf of the Service Provider.

- vi) Certificates of conformity/compliance are required to be submitted, by the service provider, at first delivery in respect of the following installations:
  - 1. Electrical
  - 2. Air Conditioning and Refrigeration
  - 3. Medical Gas
  - 4. LP Gas
  - 5. Plumbing
  - 6. Industrial Compressed Air
  - 7. Fire Detection
  - 8. Fire Suppression
  - 9. Lifts, Escalators and Travellators
  
- vii) When the Works are finished and complete in every detail, the Employer will issue a First Delivery Completion Certificate. The date of issue of the First Delivery Certificate shall be the date of commencement of the guarantee period.

### **(b) Final Delivery**

- 1. On expiry of the guarantee period, the Employer will issue the Final Delivery Certificate, after satisfying him/ herself, at a site meeting held with the Service Provider that the Works are in all respects in sound and proper condition.

## **19. GUARANTEE PERIOD**

- 19.1. The Service Provider shall unconditionally guarantee all servicing and repair work performed together with all materials and spare parts (inclusive of electrical components) supplied by him/her for a minimum period of six (6) months from the date of commissioning of the work undertaken.
- 19.2. The Service Provider shall unconditionally guarantee all new, replacement or additional equipment, and installations (inclusive of all electrical components) for a minimum period of twelve (12) months from the date of the first delivery certificate.
- 19.3. If the Service Provider's supplier has a standard guarantee which exceeds the minimum warranty called for, the greater period will be applicable.
- 19.4. The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship of the Service Provider, or any of his/her Sub-Contractors, fair wear and tear excepted, and the Service Provider shall repair any such defects without delay and at his/her own cost. This guarantee shall include malfunction, and water, steam, gas, oxygen, oil, or air leaks, and adjustments.
- 19.5. Should any part of the complete Works perform unsatisfactorily so as to become detrimental to its functional use the Service Provider shall replace any such part or the complete Works with equipment as prescribed by the Employer without delay and at his/her own cost.
- 19.6. If any defects are not remedied with the period specified by the Employer, the Employer shall have such defect repaired at the risk and cost of the Service Provider, by another Service Provider whom the Employer deems to be proficient in the Work, without prejudice to any rights the Employer has against the defaulting Service Provider. The Employer will give written notice to the Service Provider of such instances where he/she appoints another Service Provider to remedy defects in the Works.

## **20. PROPRIETARY MATERIALS AND SUBSTITUTIONS OF MATERIALS**

- 20.1. Where the term “or other approved” is used in connection with proprietary materials or articles it is to be understood that approval shall be at the sole discretion of the Employer.
- 20.2. Where brand or trade names are referred to in the Bills of Quantities in the quotation document these shall indicate the quality and type of material or fitting required and no substitution of materials so specified will be permitted unless authority of the Head: Works has been obtained in writing before quotations close.
- 20.3. In all cases where the Service Provider takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product he/she shall do so in strict accordance with the manufacturer’s instructions after consultation with the manufacturer or his/her authorized representative.
- 20.4. No substitution of the articles or materials specified in the tender specification will be permitted unless the authority of the Employer has been obtained, in writing, before quotations close. The Service Provider will otherwise be required to provide and/or use the specified articles or materials. Submission of materials will only be considered when the Employer is satisfied that if the substitution is approved, there is sufficient time remaining before quotations close to advise other service providers.
- 20.5. No work shall be carried out against these orders unless specifically instructed by the Employer.

## **21. PROTECTION OF HOT WORK**

- 21.1. Any Service Provider performing “Hot Work” (welding, cutting etc.) must have at least 1 × 9kg DCP extinguisher at hand, the seal of which must be intact, and shall further ensure that no flammable materials or liquids are at risk. The Service Provider shall be held liable for any loss or damage sustained in this respect.

## **22. AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS**

- 22.1. The Service Provider is required to be available twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond timeously to breakdowns as and when instructed to do so.
- 22.2. In respect of each project, and if applicable, the service provider will be advised of the required response time to attend to breakdowns.

## **23. OPERATION AND MAINTENANCE MANUALS**

- 23.1. The Service Provider shall hand over, at the completion of the Works three (3) copies of the necessary operating and maintenance requirements for all plant and equipment supplied and installed by him/her as part of the Works when applicable. Each copy of the operating and maintenance manual shall be separately bound, in a plastic covered hard cover ring binder, and shall contain the following data:



## **AUTHORITY TO DO SWITCHING ON ELECTRICAL SWITCHGEAR**

23.2. NO switching of live electrical switchgear shall be done by an unauthorized person. The following persons are authorized to do switching on live electrical switchgear:

**(a) Low Voltage Switchgear (1000V and lower)**

Accredited Installation Electrician

**(b) Medium Voltage (MV) Switchgear (1000V and higher)**

Accredited Installation Electrician who successfully completed and acceptable medium voltage switching course at an approved authority such as **ESKOM or MUNICIPAL ELECTRICITY CORPORATION**. The installation electrician shall in any event be appointed in writing by the EMPLOYER to do medium voltage switching upon proof of his competency. The appointment shall clearly state the voltage, type of switchgear and specific installation/areas which he is authorized to do switching on.

## **24. SERVICE PROVIDER'S QUALIFICATIONS**

To qualify for the rates listed as per Clause 34, Service Provider's staff shall comply with the following:

**24.1. Skilled: Artisan/Technician/Engineer**

24.1.1. Shall mean an employee who has completed a contract apprenticeship under Manpower Training Act 1981 (Act 56 of 1981) as amended or a contract of apprenticeship recognized by the INDUSTRIAL COUNCIL, or an employee who has passed a recognized trade test, or a NQF LEVEL 4 qualification with 480 credits completed, or any person who's qualification will enable him/her to register with the Engineering Council of South Africa, in any category.

In respect of foreign qualifications the service provider must obtain at his/her own cost verification from the South African Qualifications Authority that the foreign qualification is equal to the above mentioned paragraph. Certified copies of such verification must be submitted with the Tender.

**24.2. Coded Welder**

24.2.1. Shall mean an employee welder who is in possession of a valid Competence Welder's Performance Certificate as defined in the Code of Practice for Welding (SANS 10044-1 and 2:2004).

**24.3. Apprentices**

24.3.1. "APPRENTICE" shall mean an employee serving under a contract of apprenticeship registered under Manpower Training Act 1981 (Act 56 of 1981) as amended.

#### **24.4. Semi-Skilled**

“SEMI-SKILLED” shall mean an employee having a minimum of three (3) years’ experience in performing work as is classified under item 2.2 inclusive and shall perform such work on a regular basis, or a person who has a valid SAQCC registration in an applicable category.

#### **24.5. Unskilled**

24.5.1. “UNSKILLED” shall mean an employee performing manual labour or as an assistant to skilled, semi-skilled or apprenticed workers.

### **25. PROOF OF QUALIFICATIONS**

25.1.1. ALL copies of qualifications are to be certified by a Commissioner of Oaths.

25.1.2. The Tenderer shall provide proof by means of Certified Copies of Artisan(s) / Technician(s) / Coded

Welder(s) / Apprentice(s) / Learners qualifications and indentureship papers and SAQCC Registration in the applicable categories, where applicable. Copies which are not certified proof will result in such employees being listed as semi-skilled in which case the semi-skilled rate will apply accordingly. Failure to provide any copies of qualifications will result in the employee being not listed on the contract.

25.1.3. Affidavits as proof of experience, signed by the employee and a Commissioner of Oaths are required in respect of semi-skilled workers, who shall have a minimum of 3 years related experience in respect of the service tendered for. Affidavits which are not signed by the employee and a Commissioner of Oaths will result in such employees being listed as unskilled, in which case, the unskilled rate will apply accordingly. Failure to provide any affidavit of experience will result in the employee being not listed on the contract.

25.1.4. Should the appropriate proof of qualification not be submitted with the tender submission, the corresponding items tendered for will not be approved for the Tenderer.

25.1.5. Successful Tenderers shall during the period of validity of this Contract supply to the Employer proof of qualifications and/or experience in respect of any additional/replacement employees or changed qualifications of employees.

### **26. SAQCC Registrations**

26.1. Certified proof of registration of permanent members of your staff are required to qualify for the following categories of works:

#### **26.1.1. LP Gas Installations :**

Certified proof of active registration with SAQCC Gas and the Liquefied Petroleum Gas Safety Association (LPGSASA) under the categories Commercial or Industrial Practitioner.

#### **26.1.2. Medical Gas Installations :**

Certified proof of active registration with SAQCC Gas and the South African Gas Association (SACGA) under the category: Medical Gases – Industrial.

26.1.3. Compressed Air:

Certified proof of active registration with SAQCC Gas and the South African Compressed Gas Association (SACGA) under the category : Inert Gases – Industrial.

26.1.4. Air Conditioning and Refrigeration - Category B : (Greater than 18 kW cooling capacity)

Certified proof of active registration with SAQCC Gas and the South African Refrigeration and Air Conditioning Contractors Association (SARACCA) under the Category B: Air Conditioning & Refrigeration Practitioner or Category C: Inspector Commercial/Industrial Air Conditioning & Refrigeration.

26.1.5. Air Conditioning and Refrigeration - Category A : (Less than 18 kW cooling capacity)

Certified proof of active registration with SAQCC Gas and the South African Refrigeration and Air Conditioning Contractors Association (SARACCA) under the Category A: Air Conditioning & Refrigeration Installer or AC&R Apprentice/Learner.

26.1.6. Fire Detection :

Certified proof of active registration with SAQCC Fire – Detection. It is a requirement that a minimum of one person who is registered as a Level 3 Serviceman be in the full time employ of the company.

26.1.7. Gas Suppression :

Certified proof of active registration with SAQCC Fire – Gas Suppression. It is a requirement that a minimum of one person who is registered as a Level 3 Commissioner/Serviceman be in the full time employ of the company.

26.1.8. Fire Fighting Equipment :

Certified proof of active registration with SAQCC Fire as a Service Technician. Certified proof of the company's active registration with SANS 1475.

26.1.9. Plumbing :

Certified proof of active registration with a recognized authorising body (i.e. Plumbing Industry Registration Board – PIRB) is required.

26.1.10. Automatic Fire Sprinkler Installations :

Certified proof of active registration with the Automatic Sprinkler Inspection Bureau (ASIB). It is a requirement that the bidder be registered as a minimum of a Conditional Installer, all Provisional Installers will not be considered for this bid item.

26.1.11. Electrical Installations : All CIDB Graded EB/EP Bid items

Certified proof of registration with the Department of Labour as an Electrical Contractor shall be submitted.

26.1.12. Medium Voltage Switching : Bid Item 2.1.49

Certified proof of successful completion of acceptable medium voltage switching course at an approved authority such as ESKOM or MUNICIPAL ELECTRICITY CORPORATION, and copy of appointment in writing by the EMPLOYER to do medium voltage switching.

**27. LABOUR BROKERS**

27.1. The services offered by labour brokers are specifically excluded from this Contract.

## PART C

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR CONTRACT FOR ROUTINE ANALYTICAL AND RESEARCH LABORATORIES WITHIN THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

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#### 28. RENUMERATION PAYMENT

##### 28.1. GENERAL

28.1.1 The Department is offering maximum labour rates, tariffs and mark-Ups.

#### 29. PRESCRIBED RATES

##### 29.1. Introduction

29.1.1 The Department is offering maximum labour rates, tariffs and mark-ups as set out in the Specification, which are deemed to be inclusive and take into account all preliminaries and condition of contract costs

##### 29.2. Labour Rates

29.2.1 These labour rates are taken to cover all Service Provider's supervision, administration (including quoting) and overhead costs, printing of standard service schedules, consumables, insurance, sundries and preliminaries, as per the Conditions of Contract, and profit. Note: Sundries include unproven costs e.g. such as freight/postal charges

29.2.2 The skilled Artisan/Technician/Coded Welder/Apprentice rates, applies to a **qualified person working without assistance of a labourer.**

29.2.3 Additional Unskilled labour. Services/work requiring additional labour to the skilled labour covered under the Artisan/Technician/Coded Welder/Apprentice rate in 26.2. above, shall be quoted for. Service Providers quoting for such work will be required to clearly define in their quotations for what purposes such additional labour is required.

29.2.4 The labour rates will be adjusted annually in accordance with the Metal and Engineering Industries Bargaining Council (MEIBC) Rates Adjustment percentage.

##### 29.3 Subsistence Tariffs

29.3.1 The Employer will reimburse the Service Provider for subsistence per 24-hour period in accordance with the tariffs set out in the price schedule under Item 34.2, which tariffs are based on the present Government tariff for subsistence.

29.3.2 These subsistence rates will also remain firm for the entire Service Period of thirty-six (36) months.

29.3.3 Where hotel or other accommodation is utilized and the costs (including a packed lunch) exceed the aforementioned fixed tariffs, the Service Provider may claim actual costs incurred, upon submission of the necessary accounts and receipts excluding the cost of telephone calls, laundry, and all alcoholic beverages, per night and providing that the nearest commercial accommodation to the Site is utilized.

**NOTE:** Either subsistence rate or the actual hotel/accommodation cost may be claimed, not both.

29.3.4 Claims in respect of food and refreshments consumed during the course of “day trips” will not be entertained.

## 29.4 Transport Tariff – Sedans, LDV’s and Panel Vans

29.4.1 The Employer will reimburse the Service Provider for transport and travelling costs in accordance with the maximum tariffs set out by Department of Transport, which tariffs are based on the LDV 1951 to 2150cc engine capacity. Department of Transport tariffs for private vehicles plus the applicable hourly rate calculated at an average speed throughout the service area of 80km/hr.

29.4.2 These tariffs will be reviewed by the Employer, annually based on the last fuel tariff increase. However, the Employer reserves the right to adjust these rates at any time should there be an abnormal (in the view of the Employer) fuel price fluctuation.

29.4.3 These tariffs include depreciation, maintenance and insurance etc. of vehicles, toll fees, delays due to road conditions or inclement weather and travelling time for the driver. Travelling time for additional labour may only be claimed for separately at the average speed referred to in (i) above, see Clause 31.4.1.

## 29.5 Transport Tariffs – Other Vehicles

29.5.1 The Employer is offering maximum fixed rates for other delivery vehicles, inclusive of the driver’s time. These rates will be adjusted in accordance with the increase percentage applicable to 31.4.2) above.

## 29.6 Mark-Ups

### 29.6.1 Mark-Up on Materials, Spare Parts, Plant and Equipment

29.6.1.1 A maximum mark-up on the supplier’s nett invoiced value, before the addition of VAT of materials and spare parts shall be allowed by the Employer.

29.6.1.2 The following sliding scale will apply in respect of the maximum allowable mark-up on the sum total cost, prior to the addition of VAT, on all materials, spare parts, plant and equipment.

A.)	R0.00 to R300 000.00		
	Mark-up	@	20%
B.)	R300 000.00 to R500 000.00		
	First R300 000.00	@	20%
	Balance	@	15%

**NOTE:** Mark-up may not be added to the proprietary items for which the Service Provider is the Manufacturer, or Agent, and which he/she retails. Such items should not be supplied at more than normal retail price, which is taken to include the Service Provider’s mark-up.

## **29.7 Mark-Up on Hired Transport**

29.7.1 A maximum mark-up of 10% on the supplier's nett invoiced value, before addition of VAT, on hired transport shall be allowed by the Employer.

## **29.8 Mark-Up on Sub-Contract Services**

29.8.1 Work performed for a Service Provider by a third party (sub-contractor) on Site shall be invoiced at nett cost, prior to the addition of VAT, plus a maximum of 15%.

29.8.2 Work performed for a Service Provider by a third party (sub-contractor) at the subcontractor's premises shall be invoiced at nett cost, before the addition of VAT, plus a maximum of 20%.

29.8.3 Where a project has been accepted at the prescribed rates, applicable at the time of acceptance of a quotation, the applicable rates will be utilized for the entire contract period of such project, no adjustment of such rates will be entertained although there may be annual (or other) adjustment in the contract rates and tariffs.

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR CONTRACT FOR ROUTINE ANALYTICAL AND RESEARCH LABORATORIES WITHIN THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

**SCHEDULE OF RATES AND TARIFFS: LABOUR AND SUBSISTENCE**

1.	Labour Rates (See Clause 2.2) Excluding VAT	Rates		
ITEM	DESCRIPTION	NORMAL RATE TIME	OVER TIME x 1.5	OVERTIME x 2
1.1.	Artisan/Technician rate per hour, normal time (excluding labourer)	R 330.00	R 495.00	R 660.00
1.2.	Coded Welder rate per hour, normal time (excluding labourer)	R 330.00	R 495.00	R 660.00
	Apprentice rate per hour (normal time excluding labourer)			
(i)	First Year	R 130.00	R 195.00	R 260.00
(ii)	Second Year	R 165.00	R 247.50	R 330.00
(iii)	Third Year	R 198.00	R 297.00	R 396.00
(iv)	Fourth Year	R 291.50	R 437.25	R 583.00
	Semi-Skilled rate per hour (excluding labourer)	R 156.00	R 234.00	R 312.00
	Unskilled rate per hour (additional labour only)	R 82.50	R 123.75	R 165.00
2.	<b>Subsistence Rates (See Clause 33.2) Excluding VAT per 24 hour period</b>			
ITEM	DESCRIPTION	RATE		
2.1.	Artisan/Technician/Coded Welder/Apprentice: SemiSkilled and Unskilled	R 511.50		



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**SCHEDULE OF RATES AND TARIFFS: TRANSPORT AND DELIVERY**

1. Transport Tariffs (See Clause 2.4) Excluding VAT						
ITEM	SERVICE PROVIDED	RATE 1 VEHICLE @ DOT TARRIFF R/km		RATE 2 SERVICE PROVIDERS TIME @ 80km/hr	RATE 3 VEHICLE + SERVICE PROVIDER = RATE/km Excluding VAT	
1.1.	Transport tariff per kilometre travelled – Sedans, LDV's and Vans including travelling time of 1 × Artisan or coded welder	PETROL	DIESEL		PETROL	DIESEL
(i)	Normal Time	R 3.83	R 3.58	+ R 4.12	R 7.95	R 7.70
(ii)	Normal Time × 1.5	R 3.83	R 3.58	+ R 6.18	R 10.01	R 9.76
(iii)	Normal Time × 2	R 3.83	R 3.58	+ R 8.25	R 12.08	R 11.83
1.2.	Transport tariff per kilometre travelled sedans and LDV's including travelling time for 1 × driver (semi-skilled)	R 3.83	R 3.58	+ R 1.95	R 5.78	R 5.53

1.3.	Transport tariff per kilometre travelled – for any additional employees travelling with the driver.	Normal Time (SERVICE PROVIDERS TIME @ 80km/hr)	Normal Time × 1.5 (SERVICE PROVIDERS TIME @ 80km/hr)	Normal Time × 2 (SERVICE PROVIDERS TIME @ 80km/hr)
	<b>Apprentice (1<sup>st</sup> Year)</b>	R 1.63	R 2.44	R 3.25
	<b>Apprentice (2<sup>nd</sup> Year)</b>	R 2.06	R 3.09	R 4.13
	<b>Apprentice (3<sup>rd</sup> Year)</b>	R 2.48	R 3.71	R 4.95
	<b>Apprentice (4<sup>th</sup> Year)</b>	R 3.64	R 5.47	R 7.29
	<b>Semi-Skilled</b>	R 1.95	R 2.93	R 3.90
	<b>Unskilled</b>	R 1.03	R 1.55	R 2.06

1.4.	<b>Transport Tariffs Per Kilometre For Other Delivery Vehicles. See Clause 33.4 (Including Driver's Time) Excluding VAT</b>	
ITEM	VEHICLE SIZE	Rate per Kilometre Excluding VAT
(i)	2.5 tonne	R 9.31
(ii)	3 tonne	R 10.80
(iii)	5 tonne	R 12.50
(iv)	7 tonne	R 14.50
(v)	10 tonne	R 16.80

## LOCATION/ OFFICES

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR CONTRACT FOR ROUTINE ANALYTICAL AND RESEARCH LABORATORIES WITHIN THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

REPAIR CATEGORY	DESCRIPTION	PER UNITS	LOCATION
1	Installation, maintenance of plant and feed milling apparatus, pelleting machine, grain blower and hammer mills.	5 2 1 1 1	<b>Cedara Labs College Grasslands Cedara OSCA Kokstad Dundee</b>
2	Maintenance of analytical gas Lines and extraction chimneys	8 4 1	<b>Cedara Labs College Allerton</b>
3	Operational environments for highly sensitive instruments such as the Inductively Coupled Plasma, Microwave Plasma (MP) Moisture Analyser, Atomic Absorption, Gas Chromatograph, Gas Chromatograph Mass Spec, NIR X2, MIR, Dumas instruments, uv/visible spectrophotometers, Auto Analyzers and Flow Injection Analyzers.	16	<b>Cedara Labs Allerton College Research Components</b>
4 4A	<b>Maintenance of Central Air Condition units</b> Chiller unit of central air conditioners: Minor Service	1 1 1 1 1	<b>Cedara Labs Cedara Mushroom Unit College Allerton Livestock Science Building</b>
4B	Major Service of Chiller plant	1	<b>Cedara Labs</b>

		<b>1</b>	<b>Cedara Mushroom Unit</b>
4C	Minor service of four air conditioner plant room equipment	<b>1</b> <b>1</b> <b>1</b>	<b>Cedara Labs</b> <b>Mushroom Unit</b> <b>Livestock Building</b>
4D	Major service of four central air conditioner plant rooms including controls	<b>2</b> <b>1</b> <b>1</b>	<b>Cedara</b> <b>Mushroom Unit</b> <b>Livestock Building</b>
5	Service compressors and vacuum pumps	<b>4</b> <b>3</b> <b>1</b> <b>1</b>	<b>Cedara Labs</b> <b>College Lab</b> <b>Dundee</b> <b>Cedara</b>
6	Service to generators	<b>3</b> <b>1</b> <b>1</b>  <b>1</b> <b>1</b> <b>1</b> <b>1</b>	<b>Cedara Labs</b> <b>Crop Protection</b> <b>Cedara Mushroom Unit</b> <b>College</b> <b>Allerton Labs</b> <b>Cedara Dairy</b> <b>Cedara Beef unit</b>
7	Service to stand-alone air-conditioning units for all cold rooms, Laboratories, Research Facilities, mushroom unit and offices	<b>9</b> <b>3</b> <b>11</b> <b>10</b> <b>1</b>  <b>1</b>	<b>Cedara Labs</b> <b>College Kitchens</b> <b>College</b> <b>Crop Protection</b> <b>Grasslands lower section</b> <b>Animal Science Lab</b>
8	Pressure testing of all autoclaves and compressors. OHS Act requirement	<b>2</b> <b>5</b>	<b>Crop Protection</b> <b>Cedara Labs</b>
9	Service to de-mineralization plant, cooling tower and de-ionizer	<b>1</b>	<b>Cedara Labs</b>

10	Maintenance to soil grinders and extraction fans in the grinding room	<b>3 grinders 2 extraction fans 1 extraction fans 1 Extraction fans</b>	<b>Cedara Labs Cedara Labs Grasslands Mill Room Dairy Feed Room</b>
11	Repair and maintenance to custom made stirrers in the Soil Laboratory	<b>4</b>	<b>Cedara Labs</b>
12	Fume hood velocity and laminar flow cabinet service airflow velocity and sterility verification Check and change (if necessary) laminar flow filters and pre-filters in as required. Pre-filters - 6 monthly. [R6 + R7 + R8] in Research component, laboratories and mushroom satellite bases.	<b>1 20 4 2</b>	<b>College Cedara Mushroom unit Cedara Labs Crop Production</b>
13	Fume cupboard operation	<b>6 1 2</b>	<b>Cedara Labs College Crop Production</b>
14	Service steamers Cedara, KwaDindi & DukuDuku	<b>1 2 1</b>	<b>KwaDindi Cedara Mushroom unit DukuDuku</b>
15	Maintain lights throughout laboratories, colleges and research infrastructure	<b>1 1 1 1 1 1 1</b>	<b>Cedara Labs College complex Cedara Mushroom unit Research complexes Dairy Complex Grasslands Lab Livestock Lab</b>
16	Service UPS	<b>1 1</b>	<b>Cedara Labs College</b>
17	Maintenance of Milking machinery and Bulk Tanks	<b>1 1 1</b>	<b>Cedara Dairy Dundee Dairy Kokstad Dairy</b>
18	Service of grain moisture meters	<b>1 1</b>	<b>Cedara Labs Crop Protection</b>
19	Service all ultrapure water services	<b>2</b>	<b>Cedara Labs</b>

		<b>1</b>	<b>Crop Protection</b>
20	Maintenance to roofing	<b>1</b>	<b>Cedara Labs</b>
21	Maintenance to research Agria mowing machine	<b>1</b> <b>1</b> <b>1</b> <b>1</b> <b>1</b>	<b>Cedara Labs</b> <b>Grassland Cedara</b> <b>OSCA</b> <b>Kokstad</b> <b>Dundee</b>
22	Maintenance and repairs to gas installations in College Workshop	<b>1</b>	<b>College</b>
23	Maintenance and repairs to laboratory equipment and installations in College laboratory	<b>1</b>	<b>College</b>
24	Maintenance and repairs to water system in the College	<b>5</b>	<b>College</b>
25	Maintenance on hazardous waste systems	<b>1</b> <b>1</b>	<b>Cedara Labs</b> <b>College</b>
27	Maintenance and repairs to extractor fans and fan heaters	<b>6</b>	<b>Cedara Labs</b>
26	Maintenance to building infrastructure in terms of: see Scope of Services listed above. Electrical Supply Water Supply Generalized technical equipment used in the labs, mushroom bases, research, vets and colleges. Repair to buildings for security purposes (secure and repair doors and windows where necessary)	<b>Diverse</b>	<b>All</b>

## SECTION D

### SPECIAL TERMS AND CONDITIONS

#### **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIR CONTRACT FOR ROUTINE ANALYTICAL AND RESEARCH LABORATORIES WITHIN THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

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#### **1. INTRODUCTION**

- (a) **Tenderers must ensure that they are fully aware of all the Conditions contained in this bid document.**
- (b) **Only tenderers that fully meet the prequalification shall be considered.**
- (c) **Registration on the Panel of Suppliers via this invitation is a prerequisite for participation in any procurement activities that may result from this bid.**

#### **2. ACCEPTANCE OF BID**

- 2.1. The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

#### **3. AMENDMENT OF CONTRACT**

- 3.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

#### **4. AWARD**

- 4.1. The awarding of this bid is not dependent on the factors of prices and preference points as the bid is for an appointment of a Panel.
- 4.2. Bidders who meet the prequalification will be scored on functionality and only bidders with a minimum score of 70 will be accepted.
- 4.3. To ensure equitable distribution of potential opportunities arising from the panel, qualifying service providers will be called on a rotational method using fixed rates stipulated in this document.

#### **5. BASIS AND QUANTITIES**

- 5.1. Quantities are not reflected on the bid as they will only be determined and reflected during the quotation stage.

#### **6. BBBEE CERTIFICATE**

- 6.1 A bidder must submit a valid BBBEE certificate or a sworn affidavit together with the bid to prove compliance with the pre-qualification criteria and for claiming BBBEE points with the bid.

#### **7. CERTIFICATE OF COMPLIANCE**

- 7.1. Where applicable, work done must be in line with ISO (International Organisation for Standardisation) / IEC9001 (International Electrotechnical Commission) and all-further regulations issued in terms of the said standard.

- 7.2. A certificate of analysis must be provided with every batch of consumables delivered.
- 7.3. The work carried out must be at a level to support operational instrumentation where ISO accreditation or SANAS TR25 compliance is required.
- 7.4. Valid Electrical Wireman's Licence registered with Dept. of Labour.
- 7.5. SAQCC Registration (GAS Work)

## **8. CHANGE OF ADDRESS**

- 8.1. Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

## **9. COMPETENCY OF THE SERVICE PROVIDER**

- 9.1. Tenders must be registered with a **CIDB** contractor grading designation of higher or equal than specified. Service Providers will be listed and classified according to their **CIDB gradings** and will only be considered for work during the contract period that falls within the ranges and classes of construction works within the CIDB gradings and values.
- 9.2. Accredited Installation Electrician who successfully completed and acceptable medium voltage switching course at an approved authority such as **ESKOM** or **MUNICIPAL ELECTRICITY CORPORATION**.
- 9.3. The installation electrician shall in any event be appointed in writing by the **EMPLOYER** to do medium voltage switching upon proof of his competency. The appointment shall clearly state the voltage, type of switchgear and specific installation/areas which he is authorized to do switching on.

## **10. COUNTER OFFERS**

- 10.1. Counter offers will not be considered.

## **11. DELIVERY AND PERFORMANCE**

- 11.1. All work must take place from Monday to Friday between 08h00 and 15h00.
- 11.2. In emergency cases, the Department of Agriculture and Rural Development reserves the right to request the successful bidder/s to effect work at any given time including Saturdays, Sundays, Public holidays and After hours.
- 11.3. The work performance of a contractor will be closely monitored and any subsequent orders will only be issued to the contractor that has proved to be competent with their delivery performance.
- 11.4. Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.
- 11.5. It is the contractor's responsibility to offload the delivery vehicle.



- 11.6. Every order shall be accompanied by a delivery note.
- 11.7. 10.8. The following information must appear on the outer packaging:
- (a) Name of the manufacturer/supplier
  - (b) Description of item
  - (c) Lot Number and Expiry date
  - (d) Unit of measure

## **12. DELIVERY CONDITIONS**

- 12.1. Delivery of products must be made in accordance with the instructions appearing on the official purchase order.
- 12.2. All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 12.3. In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 12.4. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 12.5. All invoices submitted must be original.
- 12.6. Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.
- 12.7. No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Bid Adjudication Committee, Department of Agriculture and Rural Development.

## **13. DETAILS OF RELATED CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT) (ANNEXURE A)**

- 13.1. The bidder must furnish the following details of all verifiable past and current contracts.
- (i) Date of commencement of contract/s;
  - (ii) Value per contract; and
  - (iii) Contract details. That is, with whom held, phone number and address/s of the Companies.

## **14. ENTERING OF DEPARTMENTAL OFFICES**

- 14.1. No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores.

## **15. INVOICES**

- (a) The following information shall be reflected on all invoices:
  - i) Name of institution or complex/building
  - ii) Official order number and appointed representative's reference number where applicable

- iii) Full description of work performed. (In respect of emergency callouts, the time, date and name of the person who called the Service Provider out must be indicated)
  - iv) Detailed list of materials/spare parts used showing prices, Service Provider's mark-up and subtotal
  - v) Labour hours performed, rate and subtotal
  - vi) Kilometres travelled and dates, rates and subtotal
  - vii) Subsistence claimed and dates, rate and subtotal
  - viii) VAT (at current rate)
  - ix) Grand Total
- (b) Original Invoices together with supporting documentation and daywork sheets shall be made out to the office indicated on the official order form/letter of appointment. The original invoices, supporting documentation and copies thereof must be submitted to the respective Appointed Representative of the Department in control of the project as applicable.

**NB.** It is essential that Service Providers have the administrative facilities to enable them to comply with the clerical and financial procedures entailed in the execution of any project in terms of this Contract.

## **16. IRREGULARITIES**

16.1. Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **17. JOINT VENTURES**

17.1. In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.

17.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

17.3. The non-submission of a BBBEE Certificate by a trust, consortium or joint venture will result in zero (0) preference points being allocated for evaluation purposes.

17.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

17.5. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

- 17.6. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

## **18. SUB-CONTRACTED WORK**

- 18.1. The contractor shall not sub-contract the entire contract.
- 18.2. However, local suppliers and emerging contractors should be considered provided they are capable. Implementing Subsurface Drainage works is complex and requires special expertise and resources to implement the works.
- 18.3. The contractor must sub- contract 30% of the total value of the contract to the following designated group as per PPPFA Regulation 2017.

- 18.3.1 an EME or QSE which is at least 51% owned by black people;
- 18.3.2 an EME or QSE which is at least 51% owned by black people who are youth;
- 18.3.3 an EME or QSE which is at least 51% owned by black people who are women;
- 18.3.4 an EME or QSE which is at least 51% owned by black people with disabilities;
- 18.3.5 an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- 18.3.6 a cooperative which is at least 51% owned by black people;
- 18.3.7 an EME or QSE which is at least 51% owned by black people who are military veterans; or more than one of the categories referred to in paragraphs (46.3.1) to (46.3.7).

- 18.4 Central Supplier Database (CSD)** has the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned from which the tenderer must select a supplier(s).

## **19. PROTECTION OF THE PUBLIC**

- 19.1. The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

## **20. INJURY TO PERSONS**

- 20.1. The Contractor shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

## **21. LATE BIDS**

- 21.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 21.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

## **22. LOCAL PRODUCTION AND CONTENT**

- 22.1. The Department of Agriculture and Rural Development promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 22.2. Department of Agriculture and Rural Development reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the DTI in an effort to stimulate local production and content where relevant.
- 22.3. Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the DTI) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender.
- 22.4. The Department of Agriculture and Rural Development latest list of designated sectors can be accessed on [http://www.dti.gov.za/industrial\\_development/ip.jsp](http://www.dti.gov.za/industrial_development/ip.jsp)
- 22.5. Service Provider should ensure that they complete SDB 6.2 of this document. Failure to complete SDB 6.2 shall result in disqualification.

## **23. NOTIFICATION OF AWARD OF BID**

- 20.1 Successful tenderers who have qualified to be on the panel will be notified via an advert in the same media as the invitation to register on the panel.

## **24. PAYMENT FOR SUPPLIES AND SERVICES**

- 24.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 24.2. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 24.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol will apply if accounts are queried:
  - (i) Contact must be made with the officer-in-charge of the District Office;
  - (ii) If there is no response from the District Office, the Director: Finance must be contacted;
- 24.4. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements will affect payment.

## **25. PERIOD OF CONTRACT**

- 25.1. The contract will run for a period of 36 months.

## **26. PREQUALIFICATION CRITERIA**

26.1. Only tenderers who meet both of the following prequalification criteria may respond:-

- (a) **A BBBEE level 1 - 4 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and**
- (b) **EME or QSE (as per the provisions of section 4(1) (b) of the PPPFA Regulations,2017)**

24.2. Tenderers must submit documentary proof of compliance with the above prequalification criteria.

24.3. Tenderers who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of compliance with the prequalification criteria will not be considered for this bid.

24.4. This section must be read in conjunction with section 13 of these Special Terms and Conditions.

## **27. QUALITY CONTROL/ TESTING OF PRODUCTS**

27.1. The Department reserves the right to inspect and verify the quality and specifications of the supplied materials, equipment, work. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.

27.2.

23.2 The same replacement obligation to the Contractor would apply during installation and during and after commissioning.

23.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.

23.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.

## **28. ESCALATION**

28.1. Labour rates will be escalated by the Department of Agriculture and Rural Development annually in accordance with the latest available information from the Metal and Engineering Industries Bargaining Council (MEIBC) in the applicable sections.

28.2. Escalation will not be applicable to projects already awarded under this contract at the time of annual adjustment of rates. These projects are to be completed at the rates as per the approved quotation.

## **29. INSPECTION OF WORK**

29.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.

29.2. The Departmental representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

### **30. SPECIAL CONDITIONS OF CONTRACT**

- 30.1. The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions will prevail.

### **31. SUPPLIERS DATABASE REGISTRATION**

- 31.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered at the time of award. No pending registrations will be considered.
- 31.2. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER WILL BE DISQUALIFIED.**

### **32. TAX AND DUTIES**

- 32.1. Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

### **33. TAX COMPLIANCE**

- 33.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status will be verified through the Central Supplier Database and SARS.
- 33.2. Where a Tax Compliance Pin is not submitted with the bid, the Department will use the Central Supplier Database to verify the tax matters of the bidder.

### **34. UNSATISFACTORY PERFORMANCE**

- 34.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 34.2. The Departmental representative shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official will:
- 34.2.1 Take action in terms of its delegated powers; and make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- 34.2.2 When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

### **35. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

35.1.1 The validity (binding) period for the bid will be 150 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

### **36. VAT**

36.1. VAT vendors must calculate VAT at 15% VAT.

36.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of 50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

36.2. For the purposes of calculating preference points, VAT will not be considered.

## SECTION E

### BID EVALUATION CRITERIA

**1. All bids received shall be evaluated on the following:**

1.1 Only bids that meet the Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

**2. Correctness of information:**

2.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures. The Department reserves the the right to verify all information submitted. Non-compliance with the above shall result in elimination from further processes.

**3. Compulsory administrative compliance requirements that must be submitted with the bid:**

3.1 Central Suppliers Database registration number;

3.2 A certified copy of a valid B-BBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BEE;

3.4 Documentary proof of bidder being an EME;

**NB. Non-submission of any of the above documents shall result in disqualification.**

**Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.**

**4. To enable scoring on functionality, the following must be submitted with the bid:**

4.1 Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument;

4.2 Documentary Proof of experience in supply and delivery of Agricultural Supplies within the past 10 years, in support of information submitted by the bidder in Annexure B;

4.3 **Competency Certificate/s** as required in **Part B** of the Terms of Reference of this document.

**5. FUNCTIONALITY EVALUATION**

5.1 The bid documents shall be evaluated individually on score sheets, by a representative evaluation panel, according to the below mentioned evaluation criteria.

5.2 All service providers who score less than minimum functionality score of (70 points) shall not be considered for the work.

5.3 The evaluation criteria are as in Table 1 below.



	<b>FUNCTIONALITY EVALUATION CRITERIA</b>	<b>Max Points</b>	<b>Evidence</b>	<b>Bidders Score</b>
1.	<p><b>BIDDER'S EXPERIENCE</b> in the maintenance of lab equipment, plumbing and electrical work associated with the lab equipment</p> <p>1 – 3 projects = <b>10 points</b>  &gt;3 projects = <b>20 points</b></p>	<b>20</b>	<p><i>Completion Certificate (Works or other) In support of Annexure B</i></p>	
2.	<p><b>METHODOLOGY PLAN / RESPONSIVENESS</b></p> <p><b>Urgent and Emergency work</b>  Submission of implementation plan to prove ability and capacity to react to the execution of urgent and emergency work under this contract:</p> <p>24-hour Contact Number = <b>20 Points</b>  No 24-hour Contact number = <b>0 Points</b></p> <p>One or more Qualified <b>Artisan/Technician/Engineer</b> available for urgent and emergency work (<i>including after hours</i>):  = <b>20 Points</b></p> <p><b>NO Artisan/Technician/Engineer</b> available for urgent and emergency work (<i>including after hours</i>):  = <b>0 Points</b></p>	<b>40</b>	<b>Methodology plan</b>	
3.	<p><b>Professional qualifications and Professional Registration</b></p> <p>Detailed CV's /qualifications of key staff and Artisans indicating experience of the personnel that will be engaged to do work under this contract, in terms of the items tendered for:</p> <p><b>Number of Professionals:</b>  1 or more Artisan(s)/Technician(s)/Engineer(s)  = <b>10 Points</b></p> <p>No Artisan(s)/Technician(s)/Engineer(s)  = <b>0 Points</b></p> <p>1 Apprentice in Training = <b>5 Points</b>  No Apprentices in Training = <b>0 Points</b></p> <p><b>No. of Years Past Experience</b>  1-5 years after trade test = <b>5 Points</b>  6 or more years after trade test = <b>10 Points</b></p>	<b>20</b>	<p>Organizational Structure</p> <p>Based on Qualifications, Curriculum Vitae submitted in the returnable schedules, Professional registration or technologist with relevant experience</p>	

	<b>FUNCTIONALITY EVALUATION CRITERIA</b>	<b>Max Points</b>	<b>Evidence</b>	<b>Bidders Score</b>
<b>4.</b>	<b><i>Proof of Physical address</i></b> Office of Bidder outside borders of KZN = <b>5 Points</b> Office of Bidder within borders of KZN = <b>20 points</b>	<b>20</b>	<i>Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address</i>	
	<b>TOTAL</b>	<b>100</b>		
	<b><i>Minimum Functionality Threshold</i></b>	<b>70</b>		

Previous/Current Experience (*Documents and/or an extended list may be attached for further details*)

## ANNEXURE B

	Client Name	Project Description	Contract Value	Role(Publishers /Registered Distributor)	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
<b>TOTAL VALUE</b>					
<b>Signed on behalf of bidder:</b>				<b>Date:</b>	