



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200

KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9100

Invitation to Tender – DARD 06/2022

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid **Appointment of a service provider to construct mobile offices and other refurbishment works at Bhambanana Quarantine Camp**

Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

Prequalifying Criteria

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) EME (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)
- (iii) **A minimum of 3CE CIDB grading is required**

Local Content and Production

Only locally produced goods that meet the minimum threshold of 100% for steel and components, fencing, cement, plastic pipes, furniture and any other designated sector and percentage thereof will be accepted

NB: Any tenderer that fails to meet the Prequalifying Criteria and Local content and production as condition of tender requirements will be deemed invalid.

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

Administrative: Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or

Nompumelelo.Dladla@kzndard.gov.za and

Technical: Mr Teklit Onkey Tel. No. 082 3303647 teklit.onkey@kzndard.gov.za

The closing date and time for receipt of Tenders is 20 October 2022 at 11h00. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted

Briefing Session

The Compulsory briefing session will be held as follows:

Venue: Department of Agriculture and Rural Development Jozini Offices

Date: 07 October 2022

Time: 10:00

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

		PAGES
PART A	INVITATION TO BID (SBD 1)	4
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	5
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	6
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	7
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	8
SECTION D	OFFICIAL BRIEFING SESSION FORM	9
PART C	PRICING SCHEDULE	10
SECTION E	PRICING SCHEDULE (SBD 3)	11-16
SECTION F	DECLARATION OF INTEREST (SBD 4)	17-18
SECTION G	THE NATIOANAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)	19-21
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	22-30
SECTION J	CONTRACT FORM (SBD 7)	31-36
SECTION M	GENERAL CONDITIONS OF CONTRACT	37-45
SECTION N	SPECIAL CONDITIONS OF CONTRACT	46-47
SECTION O	AUTHORITY TO SIGN THE BID	48-52
SECTION P	TERMS OF REFERENCE	53-88
PART D	BID DISQUALIFYING FACTORS	89-91
ANNEXURE A	BIDDERS PAST EXPERIENCE	92

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD 06/2022	CLOSING DATE:	20/10/2022	CLOSING TIME:	11h00
DESCRIPTION	Appointment of a service provider to construct mobile offices and other refurbishment works				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nompumelelo Dladla		CONTACT PERSON	Mr T. Onkey	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	082 3303647	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS	tekliit.onkey@kzndard.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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

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

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

SIGNATURE OF BIDDER:.....

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

DATE:

SECTION A

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.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa 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.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Site/Building/Institution Involved:

Goods/Service/Work: Appointment of a service provider to construct mobile offices and other refurbishment works at Bhambanana Quarantine Camp

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: / /

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

PART C

PRICING SCHEDULE
(Goods/Service/Work)

NAME OF BIDDER:

CLOSING TIME: **11h00**

CLOSING DATE: **20/10/2022**

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)
DARD 06/2022	Appointment of a service provider to construct mobile offices and other refurbishment works at Bhambanana Quarantine Camp	

Amount in Words:

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

Official Company
Stamp

Signature

SECTION E

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

-
- Required by:.....
 - At:.....
 - Brand and model.....
 - Country of origin.....
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery.....
 - Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

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

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

- The accompanying information must be used for the formulation of proposals
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

- PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

- PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....
.....	R.....	days
.....	R.....	days
.....	R.....	days

- Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract?
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

.....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –
(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

- 2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6

OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY
CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bid

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION G

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

SECTION H

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; or
- b) 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

- 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) “**price**” 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;

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
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		
OR		
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
.....
.....

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

- I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION J

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

- - -

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

3.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

3. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

SECTION M

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "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.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "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.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "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 supplier 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 the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "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 supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 4.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier 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.
- 4.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 4.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
9. a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

2. Delivery and documents

- 2.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 2.2 Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- 3.1 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.

4. Transportation

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

5. Incidental Services

- 5.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (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 supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 5.2 Prices charged by the supplier 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 supplier for similar services.

6. Spare parts

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

7. Warranty

- 7.1 The supplier 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 supplier 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 supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 7.2 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 SCC.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 7.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

- 8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 8.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

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

10. Contract amendments

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

11. Assignment

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

12. Subcontracts

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

13. Delays in the supplier's performance

- 13.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 13.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 13.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 13.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 13.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 13.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

- 14.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

15. Termination for default

- 15.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 15.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 15.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 15.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 15.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- 15.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 15.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

16. Anti-dumping and countervailing duties and rights

- 16.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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.

17. Force Majeure

- 17.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 17.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

18. Termination for insolvency

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

19. Settlement of Disputes

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

consultation.

- 19.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 19.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

20. Limitation of liability

- 20.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Governing language

- 21.1 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.

22. Applicable law

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

23. Notices

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

24. Taxes and duties

- 24.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 24.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 24.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department 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.

25. National Industrial Participation (NIP) Programme

- 25.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

26. Prohibition of Restrictive practices

- 26.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 26.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

SECTION N

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

- 1.1. The project has to reach practical completion **within 6 months** of award of the contract (180 calendar days).

2. EVALUATION CRITERIA

There are *five stages* in the selection process, namely,

- (i) Stage one: *Pre-qualification Criteria*
- (ii) Stage two: *Local Content and Production*
- (iii) Stage three: *Administrative Compliance*
- (iv) Stage four: *Functionality Criteria*
- (v) Stage five: *Price and BBEE*

ensuring that bids comply with administrative Compliance and the price and preference points.

2.1. Stage 2 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

Criteria	Yes	No	Remarks
Section A			Invitation to Bid.
Section B			Terms and Conditions for bidding
Section C			Special instructions regarding completion of bid
Section D			Registration on central suppliers' database
Section E			Declaration that Information on Central Suppliers Database is correct and up to date.
Section F			Pricing schedule – firm prices
Section G			Declaration of interest
Section H			Official Briefing session form
Section I			Authority to sign a bid
Section J			Conditions of contract
Section K			Special conditions of contract
Section L			Schedule of variation form goods or services information
Section M			Schedule of alternative bids
Section N			National industrial participation programme
Section O			Preference claim form (6.1) Points claim
Section P			Declaration of Bidders Past Supply Chain Management Practices
Section Q			Certificate of independent bid determination
ANNEXURE C			General conditions of contract
ANNEXURE D			Terms of reference/ Specification

2.2. Preferential Point Evaluation

2.2.1. This bid will be evaluated using the 80/20 preference point system.

2.2.2. Bidders must comply with SBD 6.1 Declaration form to claim preference points.

3. BID APPEAL TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

FAX NO.: (033) 897 4501

SECTION O

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. 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 authorizing 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.....

B. 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 Directors on.....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.....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

D. 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 authoriseto 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

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 co-operative).....

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 authorized representatives of the enterprises, authorizing 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 appears below)
has 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:
(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing 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..... and Mr/Mrs..... (whose signatures appears below) has 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 P
TERMS OF REFERENCE

BID SPECIFICATIONS FOR THE
CONSTRUCTION OF OFFICES AND REFURBISHMENT WORKS AT BHAMBANANA
QUARANTINE CAMPS
JUNE 2022

PARK HOMES INCLUDE >> OPEN PLAN OFFICE, KITCHEN AND ABLUTION FACILITIES

TABLE OF CONTENTS PROJECT TECHNICAL SECTION

No.	Section	Pages	Read/ Complete
1	Table of Contents		
2	Disclaimer		
3	A Terms of Reference		
4	B Special Terms & Conditions		
5	C Standard Technical Specifications		
6	E Project Technical Specifications		
7	LIST OF ANNEXURES		
8	ANNEXURE A: BILL OF QUANTITIES		
9	ANNEXURE B: SUMMARY OF SCHEDULES		
10	ANNEXURE C: CONTRACTOR'S HEALTH & SAFETY DECLARATION		
11	ANNEXURE D: ADDITIONAL INFORMATION		
12	ANNEXURE E: PRELIMINARY CONSTRUCTION PROGRAMME		
13	ANNEXURE F: DRAWINGS		

APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT MOBILE OFFICES AND OTHER REFURBISHMENT WORKS AT BHAMBANANA QUARANTINE CAMP
--

DISCLAIMER

[1] COMPLETENESS OF THE DOCUMENT

The information regarding subsurface conditions, materials on site and site information supplied, is provided in good faith for the contractor's convenience as an indication of conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials. The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied himself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

[2] APPLICABLE STANDARDS

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) shall apply to this Contract together with additional amendments as set out herein. The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

[3] CONTRACT DOCUMENTS

3.1 This document must be read in conjunction the South African Institute for Consulting Engineers (SAICE) General Conditions for Construction works (GCC, 3rd edition of 2015), which will govern the implementation of the works. The contractor is presumed to possess a copy of this document and/or have a working knowledge of its conditions.

3.2 In addition, the attached drawings 1-4 (See Annexure F - List of Drawings), as well as the Special terms and Conditions Project Particular Specifications (PPS) and these Terms of Reference are deemed to be part of the contract documentation.

3.3 If the contractor has the impression that the information provided in the drawings and the technical specifications and or Bill of Quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at before the commencement of any construction. The same applies for any other purported differences between these documents.

[4] INVOLVEMENT OF ENGINEERING STAFF

The Engineering Services Directorate (ESD) takes no responsibility for Park homes built on the basis of this document alone without any prior involvement of ESD before (partial) completion.

This involvement consists of, but is not necessarily restricted to:

- a. Signing off of the bid/quote document and Drawings by ESD;
- b. Presence of ESD at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESD is informed of his/her intention to commence the work so that ESD presence can be assured.
- c. Supply to the contractor by ESD of at least A3 - size plans. The drawings supplied with this document are for quoting/bidding purposes only and no construction should take place before the contractor has received the bigger sized building plans.

APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT MOBILE OFFICES AND OTHER REFURBISHMENT WORKS AT BHAMBANANA QUARANTINE CAMP

A | TERMS OF REFERENCE

1. BACKGROUND

- 1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department). The Department endeavours to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security. The Department has therefore prioritized the need to improve the facilities at the quarantine camp for a better foot and mouth diseases (FMD) control at the Bhambanana site.

2. OBJECTIVES

- 2.1. To appoint a suitably qualified Service Provider to supply and install park homes, install solar powered electricity, install water supply pipe lines, construction of a security tower and installation of septic tanks.
- 2.2. To ensure that cost effective structures are erected on site in a short span of time and improve other facilities in the quarantine camp
- 2.3. To quarantine and manage any suspected animals for FMD across the border with the neighbouring countries.

3. SCOPE OF SERVICES

- 3.1. The contract covers the supply of all materials, installation of park homes, electrical works, water reticulation, solar power provision, construction of a security tower and installation of a septic tank.
- 3.2. General scope of works;
 - 3.2.1. Site establishment;
 - 3.2.2. Earthworks: Clearing and leveling of the earmarked area to place park homes.
 - 3.2.3. Erect/assemble or install Park homes.
 - 3.2.4. Installation of septic tanks as per the attached drawings
 - 3.2.5. Construction of security tower as per the attached drawing.
 - 3.2.6. Supply and install solar panels and other associated equipment's to supply at least 12Kwh/day.
 - 3.2.7. Supply and install pipelines to connect water to drinking trough to all the camps within the quarantine area.

4. PROJECT LOCATION

- 4.1. The site is in the Jozini Local Municipality in Umkhanyakude District Municipality, at Bhambanana area approximately 40km from Jozini

Site Coordinates: 27°06'08"S & 32°09'02"E

APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT MOBILE OFFICES AND OTHER REFURBISHMENT WORKS AT BHAMBANANA QUARANTINE CAMP

B | SPECIAL TERMS & CONDITIONS

1. INTRODUCTION

- 1.1 Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. Only bidders that fully meet the prequalification shall be considered.
- 1.2 The Bidder is required to check the number of consecutively numbered pages. Should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid. No claims arising from any incorrect interpretation will be admitted.

2. ACCEPTANCE OF BID

- 2.1 The Departmental 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 Departmental Bid Adjudication Committee approval.

4. AWARD

- 4.1 Bidders who meet the prequalification shall be scored on functionality and only bidders with a minimum score of 70 shall be evaluated on price and preference points.

5. BASIS OF QUANTITIES

- 5.1 Quantities are as reflected on the Bill of Quantities.

6. BBBEE CERTIFICATE

- 6.1 A bidder claiming BBBEE points must submit a valid BBBEE certificate or a sworn affidavit together with the bid.

7. CHANGE OF ADDRESS

- 7.1 Bidders must advise the Departmental 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.

8. COMPETENCY OF THE SERVICE PROVIDER

- 8.1. This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of a **minimum of 3CE**. The contractor is to submit evidence of his/her OWN **Active** registration.
- 8.2. For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 8.3. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

8.4.

9. COMPULSORY SITE BRIEFING

- 9.1 A compulsory site-briefing meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be

published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

10. COUNTER OFFERS

10.1 Counter offers shall not be considered.

11. DELIVERY CONDITIONS

- 11.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.
- 11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 11.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 11.5 All invoices submitted must be original.
- 11.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
- 11.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Departmental Bid Adjudication Committee.

12. DETAILS OF CONSTRUCTION CONTRACTS AWARDED TO THE BIDDER PAST/CURRENT (ANNEXURE D)

- 12.1 The bidder must furnish the following details of all verifiable past and current construction contracts. In Park Home construction.
 - 12.1.1. Date of commencement of contract/s;
 - 12.1.2. Value per contract; and
 - 12.1.3. Contract details, which includes with whom held, phone number and Address/s of the companies.

13. ENTERING OF DEPARTMENTAL OFFICES

- 13.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless the responsible official in charge of stores accompanies him / her.

14. EQUAL BIDS

- 14.1 If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for BBBEE.
- 14.2 If functionality is part of the evaluation process and two or more bidders score equal total points and equal preference points for BBBEE, the contract must be awarded to the bidder that scored the highest points for functionality.
- 14.3 If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

15. INVOICES

- 15.1 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.

15.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- 15.1.1. The name, address and registration number of the supplier;
- 15.1.2. The name and address of the recipient;
- 15.1.3. An individual serialized number and the date upon which the tax invoice is issued;
- 15.1.4. A description of the goods or services supplied;
- 15.1.5. The quantity or volume of the goods or services supplied;
- 15.1.6. The value of the supply, the amount of tax charged and the consideration for the supply; or
- 15.1.7. Where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

16. IRREGULARITIES

16.1 Companies are encouraged to advise the Department 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 shall 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. LATE BIDS

18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

18.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

19. NOTIFICATION OF AWARD OF BID

19.1. The successful bidder shall be notified via an advert in the same media as the invitation to tender.

20. PAYMENT FOR SUPPLIES AND SERVICES

20.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.

20.2 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.

- 20.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 20.3.1 Contact must be made with the officer-in-charge from Director veterinary services;
 - 20.3.2 If there is no response from the Director Vet services, the Director: Finance must be contacted;
- 20.4 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

21. PERIOD OF CONTRACT

- 21.1 The contract is ad hoc / once off.
For the completion period, see Clause 59 *Period of Completion & Rate of Progress*.

22. PRE-QUALIFICATION CRITERIA

- 22.1 Only bidders who meet both of the following prequalification criteria may respond:-
- 22.1.1. **BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and**
 - 22.1.2. **EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017)**
 - 22.1.3. **A minimum of 3CE**
- 22.2 Bidders must submit documentary proof of compliance with the above prequalification criteria.
- 22.3 Bidders who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

23. QUALITY CONTROL/ TESTING OF PRODUCTS

- 23.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, **before** construction and/or installation. 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.
- 23.2 The same replacement obligation to the Contractor would apply during the construction phase.
- 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.

24. ORDER OF PRECEDENCE

- 24.1 This invitation to bid/quote 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 *National Treasury Government Procurement General Conditions of Contract* (July 2010). 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* shall prevail.

25. SUPPLIERS DATABASE REGISTRATION

- 25.1 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 shall not be considered at the time of award. No pending registrations shall be considered.
- 25.2 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 shall be disqualified.

26. TAX AND DUTIES

- 26.1 During quotation stage, 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).

27. TAX COMPLIANCE PIN

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

28. UNSATISFACTORY PERFORMANCE

- 28.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 28.2. The Departmental official shall warn the contractor in writing that action shall 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).
- 28.3. If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -
- 28.3.1. To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
 - 28.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - 28.3.3. To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 28.4. In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.
- 28.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

29. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 29.1 The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department will request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

30. VALUE ADDED TAX (VAT)

- 30.1 Bid prices must be inclusive of 15% VAT.

30.2 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 R50 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.

30.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

31. SERVICE LEVEL AGREEMENT

31.1 The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid.

31.2 The *Special Terms and Conditions* (STC), the *Standard Technical Specifications* (STS) and the *Project Specifications* (PSS) as listed in this bid document, together with the *Drawings*, are deemed to form part of the SLA.

32. COMMENCEMENT OF THE WORK

32.1. Site establishment must start within two (2) weeks, and the actual works within three weeks after hand-over of the site, provided that;

32.1.1. An official order has been issued;

32.1.2. The contractor is in possession of all relevant documentation required for works execution;

32.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.

32.2. In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract.

33. HANDOVER OF SITE TO CONTRACTOR

33.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site handover will be the official start of the construction period, and the work will have to be completed within the period stipulated in clause 59 ("Completion period and rate of progress")

33.2. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.

33.3. The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site.

33.4. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

34. WATER AND POWER

34.1. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

35. LOCATION OF CAMP

35.1. The Contractor's camp may be erected on the site of the works but must meet the approval of the Engineer, project beneficiaries and landowners.

- 35.2. No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

36. HOUSING OF CONTRACTOR'S EMPLOYEES

- 36.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants.
- 36.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

37. LABOUR SOURCE & CAPACITY

- 37.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 37.2. The contractor is encouraged to source unskilled labour from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 37.3. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

38. SECURITY & RISK

- 38.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 38.2. The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

39. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

- 39.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 39.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 39.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and have been officially accepted by the Department.

40. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 40.1. The Contractor is advised that he will be held responsible for any damage to the existing pavings, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense.

41. DAMAGE TO PROPERTY

- 41.1. If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed

- 41.2. The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

42. UNDERGROUND CABLES AND PIPES

- 42.1. If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 42.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 42.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractor's works insurance.

43. DAILY RAINFALL RECORDS

- 43.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, the Engineer is under no obligation to grant extension of the completion period for inclement weather.

44. INSPECTION OF WORK

- 44.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 44.2. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

45. NOTICE OF COVERING WORK

- 45.1. The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 45.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

46. SUB-CONTRACTED WORK

- 46.1. The contractor shall not sub-contract the entire contract.
- 46.2. Sub-contracting shall not relieve the contractor from any liability or obligation under the contract and she/he shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor.

47. INSURANCE

- 47.1. All accepted approved contractors would be required to provide the following insurances for the project awarded to them:
- 47.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
- 47.1.2. Public Liability insurance.
- 47.1.3. All risks (works) policy and Political.

48. PROTECTION OF THE PUBLIC

- 48.1. Bidders including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations*,

2014, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
- Regular updating of all of the foregoing.
- Provision of medical certificates of employees.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Department

48.1. To enable the Department to appraise the allowances that Bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

48.2. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.

48.3. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements.

49. INJURY TO PERSONS

49.1. 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.

50. DISAGREEMENTS

50.1. Notice of disagreement. The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

50.2. Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

52. FIXED PRICE CONTRACT

52.1. The contract shall **not** be subject to contract price adjustment.

53. PRICING - COMPLETENESS OF BID

53.1. Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. If he/she does not bid on all items, his/her bid will be rejected.

53.2. All bid/quoted prices for separate items are to be in South African currency and must **exclude** VAT.

53.3. All items as described in the project specification are to be priced in full.

53.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.

53.5. VAT must be filled in as the sub total followed by the complete price for the entire project.

53.6. The Bid price page must be signed by a person legally authorized to do so.

54. QUANTITIES OF WORK

54.1. The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

55. PROGRESS PAYMENTS

55.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete.

55.2. Payment will only be made against the construction progress as pertaining to **built /installed** items. Movable items and materials on site are generally excluded from progress payments until they have been fully installed or fitted or built up.

55.3. If any item or part of an item in an invoice is disputed, the Engineer shall give notice to the contractor explaining the disputed item and request for re-measurement.

55.4. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (58).

55.5. The penultimate payment occurs after practical works completion. The final payment will be made after the 12 months liability period when the contractor has dealt with all defects, if any.

56. COMPLETION OF THE WORKS

56.1. Work completion will be established over three stages.

56.1.1. Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

56.1.2. Works completion

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of his/her retention money.

56.1.3. Final completion

Completion occurs 12 months after Works completion, after expiry of the liability period. Final

57. RETENTION

57.1. A 10% retention will be withheld on payment for duration of the construction.

57.2. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **works completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period 12 months after practical completion), the bidder having eliminated all defects.

57.3. In some instances, the Engineer may decide to shorten this period in order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified during the course of the construction if such would be the case.

58. DEFECT LIABILITY PERIOD

58.1. The defect liability period is 12 calendar months calculated from the date of works Completion.

58.2. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the

Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

59. CONTINGENCIES

- 59.1. An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. Such approval must be in line with SCM Delegations.

60. PERIOD OF COMPLETION & RATE OF PROGRESS

- 60.1. The project has to reach practical completion **within 6 months** of award of the contract (180 calendar days).
- 60.2. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 60.3. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (1) of this clause.
- 60.4. The date of completion will be extended only to the extent approved by the Department.
- 60.5. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 60.6. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

61. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 61.1. If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.
- 61.2. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.
- 61.3. The department will deduct a penalty for late completion of up to **0.05% of the contract value per working day delay**. This will be deducted from the retention.

62. LOCAL PRODUCTION CONTENT

- 62.1. 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.
- 61.2. This bid document carries a minimum threshold for local content as follows.
- 61.2.1. Wire products (All fencing products including welded mesh fencing) 100%
 - 61.2.2. Park Homes 100%
 - 61.2.3. Electrical cables 90%
 - 61.2.4. Valves 70%
 - 61.2.5. CCA treated/Creosoted poles 100%
 - 61.2.6. Cement 100%

- 61.3. 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.
- 61.4. 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.
- 61.5. The Department of Trade and Industry latest list of designated sectors can be accessed on http://www.dti.gov.za/industrial_development/ip.jsp

1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

2.1. For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here:

- 2.1.1. **SABS 1200 AA - 1986** (General - Small Works),
 - 2.1.1.1. Materials: SABS 1200 AA (3);
 - 2.1.1.2. Testing: SABS 1200 AA (7);
- 2.1.2. **SABS 1200 DA -1988** (Earthworks - Small Works)
- 2.1.3. **SABS 1200GA – 1982** (Concrete - Small Works).
 - 2.1.3.1. Materials SABS 1200 GA (3)
 - 2.1.3.2. Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)
 - 2.1.3.3. Testing: SABS 1200 GA (7)
- 2.1.4. **SANS 50197-1**: Cement: Common cement 32,5N or R to SANS 50197-1

3. APPLICABLE STANDARDS: EARTHWORKS AND SITE PREPARATION

- 3.1. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.
 - 3.1.1. **SABS 1200 AA - 1986** (General - Small Works),
 - 3.1.1.1. Site preparations & establishment: SABS 1200 AA (4).
 - 3.1.1.2. Setting out of works: SABS 1200 AA (5.1.1)

4. APPLICABLE STANDARDS: STANDARD (ABRIDGED) PREAMBLE FOR ALL TRADES

- 4.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "the Standard (Abridged) Preamble for all trades", which covers the following (only the items in italics apply to this contract):

STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES

INDEX

- 1 *EARTHWORKS*
- 2 *CONCRETE, FORMWORK AND REINFORCEMENT*
- 3 BLOCK AND BRICKWORK
- 4 *WATERPROOFING*
- 5 *CARPENTRY AND JOINERY*
- 6 *FLOOR COVERINGS, PLASTIC LININGS, ETC.*
- 8 *SCREEDING AND PLASTERING*
- 10 *DRAINAGE AND PLUMBING*
- 11 *SANITARY PLUMBING AND FITTINGS*
- 12 FIRE EXTINGUISHERS
- 13 GLAZING
- 14 PAINTING

5. MATERIALS AND CONSTRUCTION

- 5.1. All materials must be **newly purchased** and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations

6. STANDARD CONCRETE MIXES

- 6.1. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³.
- 6.2. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water : cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.
- 6.3. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in Table 2.

TABLE 2: STANDARD CONCRETE MIXES					
Class of Concrete	Min. Compressive Strength in MPA at 28 Days	Max. Nominal Size of Coarse Aggregate in mm	Proportion of Constituents >> 1 Wheelbarrow = 2 bags of cement		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1	4	5
B ¹	15	19,0	1	3	4
C ²	20	19,0	1	2.5	3.5
D	25	19,0	1	2	3
E	30	19,0	1	2	2½

7. STANDARD PLASTER & MORTAR MIXES

- 7.1. The standard **plaster** mixes are as listed in Table 3:

TABLE 3: STANDARD PLASTER MIXES				
PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (fdns, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

- 7.2. The standard **mortar** mixes are as listed in Table 4:

TABLE 4: STANDARD MORTAR MIXES				
MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200

8. FINISHES TO IN-SITU CONCRETE

8.1. Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

8.2. Class U2 Wood Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screed finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

8.3. Class U3 Coarse Brush Surface Finish

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

8.4. Class U4 Steel Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

9. CHARACTER OF STRATA AND MATERIALS ON SITE

- 9.1.** In most cases no geotechnical data is available for the site. The contractor must satisfy himself as to the nature of the existing ground conditions during the site briefing.

D | PROJECT TECHNICAL SPECIFICATIONS

1. CONSTRUCTION / PLACEMENT OF PARK HOMES

SCOPE OF WORKS AND MINIMUM TECHNICAL SPECIFICATIONS FOR MOBILE/PARKHOME TYPE OFFICES WITH INSULATED PANEL WALLING AND ROOFING FOR QUARANTINE CAMPS

A	SCOPE OF WORKS
1.1	Clearing of the site at which the units will be placed. Disposal of waste etc. in consultation with veterinary staff and in an environmentally acceptable manner.
1.2	Setting out of the building footprints. Units must be at least 5m apart to reduce fire hazards, and must be at least 3 meter away from the property boundary line.
1.3	Clearing (removing of vegetation) of entire site. This includes an area of 3m around all units
1.4	Leveling of entire site. Maximum 50mm level difference between lowest and highest point
1.5	Application of herbicide and ant killing poison.
1.6	Supply, off loading and positioning of the units. SP responsible for lifting equipment. Adjustable jacks to be supplied and which will be used to level out the units.
1.7	Connection of all units to the solar panels by an electrician with a wireman's license. Electrical certificate for the connection from an electrician with a wireman's license to be supplied by SP after inspection of the installation. Units to come with their own electrical certificate.
1.8	Supply & Installation of all bathroom ware, including basins, pans, urinal and mirrors
1.9	Supply and installation of all kitchen ware, including geyser, microwave,
1.10	Connection of the toilet drains to a septic tank. SP to create alternative grey water disposal facility. Grey water disposal and the sewerage to be discussed during the site briefing.

B	MINIMUM TECHNICAL SPECIFICATIONS FOR UNITS			
1	BUILDING DIMENSIONS			
	Unit	No of units	Dimensions	Roof type
1.1	Open Plan/Board Room/ Kitchen and Toilets	1	12.00m x 6.00m	Double pitched
1.2	Heights: internal ceiling height 2.30m minimum. Roof pitch: 6-10 degrees.			

2	MATERIALS		
2.1	CHASSIS	All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members.	
2.2	SUPPORTS	Screw-in type jacks.	
2.3	FLOOR	Decks are heavy-duty, treated exterior grade timber floors (min. thickness 22mm), glued and fastened to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to the chassis.	
2.4	FLOOR COVER	<u>Offices:</u> Belgotex polypropylene fiber carpet (Berber point). <u>Ablutions & kitchen:</u> 2mm thick industrial vinyl.	
2.5	WALLS	60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm rigidised chromadek on both sides. May be flat or fluted.	
2.7	ROOF	Mono or double pitch. Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek on both sides.	
2.8	ROOF CAPPINGS	Chromadek gable cappings, eaves cappings and roof capping.	
2.8	GUTTERS	Two seamless aluminium gutters (chromadek) with down pipe for the open plan/boardroom & Vet Clinic, one gutter for the other three buildings	
2.9	DOORS	<u>External:</u> Chromadek clad 38mm panel, with 3 lever lock. <u>Interior:</u> Hollow core with wood grain skin complete with 2 lever lock.	
2.10	WINDOWS	Aluminium frames, pre-manufactured.	

3	ABLUTIONS	
3.1	TOILET PAN	Closed Cistern Top Flush – ceramic, white with solid hard plastic heavy seats, plus cover
3.2	URINAL	Ceramic (white)
3.3	WASHING BASSINS	Ceramic (white), 500-550m long and 350-400mm wide
3.4	TAPS	All steel chromium pillar taps. Two per basin.

4	KITCHEN	
4.1	SINK	Drop-in sink, stainless steel, double bowls, length 1100 – 1250mm. Width: 450-550mm
4.2	SINK TAPS	Chrome kitchen deck mixers. One per bowl
4.3	CUPBOARDS	Panel thickness: 16mm minimum. Two separated cabinets, 2x2 hinged doors.
4.4	COUNTERTOP	Formica kitchen countertop at least 40mm thick
4.5	FRIDGE	Double Door Fridge Freezer - White 140 – 180L
4.6	MICROWAVE	Solo microwave oven 20-25L, e.g.: <ul style="list-style-type: none"> • Samsung 20 L Solo Microwave Oven (MW73AD-B/XTL, Black), • G 20 L Solo Microwave Oven (MS2043DB, Black) • Or equivalent

5	ELECTRICAL	
5.1	Lighting & Extraction fans	Open plan: 8 x 3 T8 fixtures of 25 W each = 600W ablutions/kitchens: 2 x 2 x 50W T8 fixtures = 200 W Extraction fans (150mm diameter): 2 x 25W = 50W Together all lighting and extractor fans: 1050W = 4.5Amp
5.2	Wall plugs	Standard 16Amp wall plugs <ul style="list-style-type: none"> • Open Plan : 3 x 7 = 21 x 16 Amp = 330 Amp • Kitchen: 2 x 16 Amp = 32 Amp
5.3	Computer wall plug	Dedicated double socket with switches (2x)

2. PLUMBING, SEPTIC TANK AND DRAIN FIELDS

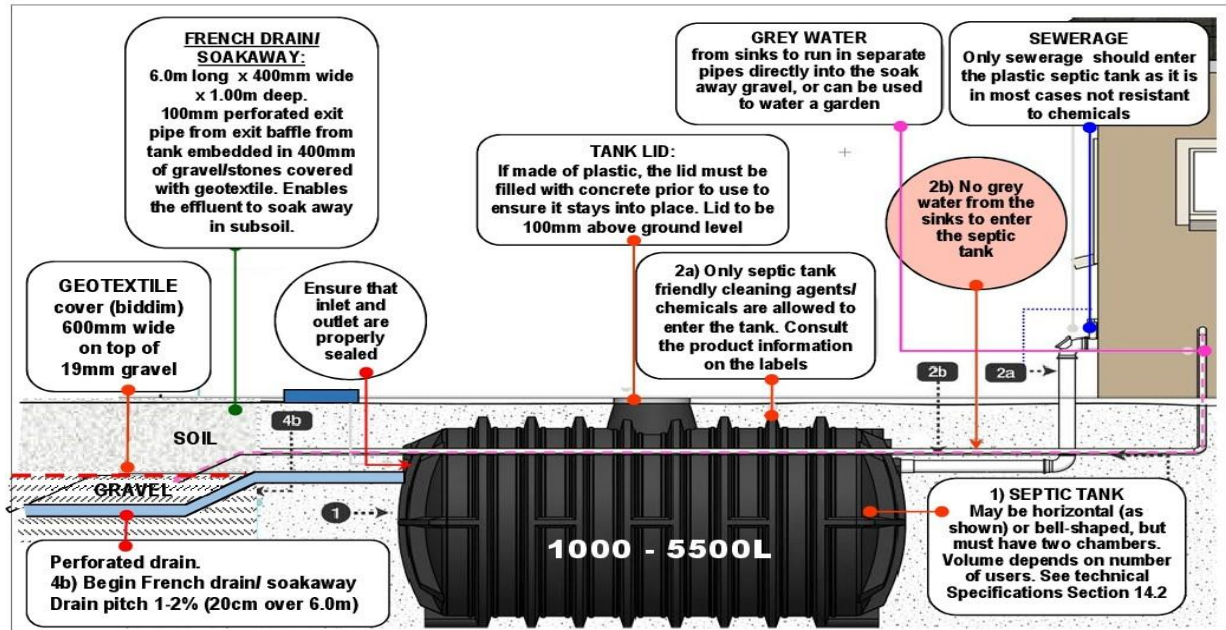
Septic tank and field drain system to be constructed for the open plan office and abolition facilities.

- .1 The use of a sink requires the connection of the shed to a waste & grey water collection/ processing facility. In this project, the processing facility will be a septic tank with French drain. The contractor is responsible for the installations and connections. **Professional plumber should do the installation.**
- .2 If a plastic tank is installed, the plastic hollow lid should be filled with concrete. The inspection hole should be at least be 100mm above the ground.
- .4 The exit pipe should be a perforated sewer pipe of 100-110mm diameter with holes or slits for the effluent to exit.
- .5 The tank exit pipe should enter into a French drain of at least 6m long, 400mm wide and 1.00m deep. It should be embedded in gravel 400mm deep that should be covered with geo- textile fabric and soil above the gravel.
- .6 The tank should be a pre-manufactured one (plastic or concrete). Tank volume depends on number of people using the facilities. Tick applicable option below.

No. of users	Tank volume (L)	Tick box	No. of users	Tank volume (L)	Tick box
Up to 4	1000		Up to 12	3000	
Up to 6	1500		Up to 15	4500	✓
Up to 9	2500		Up to 25	5500	

- .7 The pipe should run at a pitch of 1-2%, with the lower end of the 6m long pipe approximately 10 cm lower than the top end of the pipe.
- .8 If a plastic septic tank is installed, the grey water coming from the basin, should bypass the septic tank and run direct into the French Drain. Alternatively, the grey water from the sinks could be taken outside the building and used for the watering of a garden.
- .9 In case of a soft tank foundation, a 25MPa/19mm concrete slab of 100mm thick should be cast with Ref 395 to extend to 200mm beyond the tank's footings.

Figure 1: Septic tank installation



3. CONSTRUCTION OF A SECURITY TOWER

(All components of the steel tower to be fully galvanized)

- .1 Structural steel tower to be constructed with 76mm X 76mm X 3.6mm square tube and GI profile steel sheets.
- .2 Tower dimension: 2.3m X 2.3m X 9.6m high.
- .3 The columns to be erected on a 0.8m X 0.8m X 1m deep 25Mpa concrete footing. Footing to be reinforced with steel bars: 9 X 1m (Y16) and 4 X 4m (Y 12) per footing
- .4 The tower columns to be supported by cross members of 30 X 5mm flat bars. The cross members to be bolted/welded to the columns.
- .5 100 X 65 X 8mm Angle iron frames to be used as frames/ horizontal braces.
- .6 125X75X20X2mm galvanized lip channels to be used as a floor and roof support for the top compartment.
- .7 1mm GI profile steel sheets to be used to cover the roof and create compartment on the top level of the tower
- .8 2mm chequered aluminium plate to be used as a floor for the top compartment.
- .9 Steel ladder steps Made of stainless steel 4mm Chequered plat on top. The ladder to be 0.6m wide and 9m long, ladder to be supported with 76mm X 76mm X 3.6mm square tubes in two positions as per the supplied drawings. The ladder supporting columns to be erected on a 25Mpa concrete footing.

4. SOLAR POWER SUPPLY

The solar panels to be installed on rigid frames according to the supplier's recommendation. The solar photovoltaic system with batteries is required to deliver 12KW/day.

A fully functioning solar system to include but not limited to the following:

- Solar Panels.
- Solar storage batteries
- Inverters
- Charge controller/Regulator
- DC-AC converter/ DC combiner Box
- Solar Cables
- Roof Mounting Kit
- Fuse Disconnect
- Trunking materials

Components of the solar setup to supply the required power, not mentioned above, shall be included as per the supplier's recommendations.

A registered electrician shall do installation of the solar power system and connecting/supplying power to the facilities (office, kitchen and security tower). **CERTIFICATE OF REGISTRATION TO BE SUMITTED TO THE ENGINEER.**

COC certificate to be provided after installation and DB wiring of the system.

LIST OF ANNEXURES

ANNEXURE	DESCRIPTION	PAGE
A	BILL OF QUANTITIES	28 - 33
B	SUMMARY OF BILL OF QUANTITIES	34
C	CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY DECLARATION	35 - 36
D	ADDITIONAL INFORMATION – EXPERIENCE	37
E	PRELIMINARY CONSTRUCTION PROGRAMME	38
F	DRAWINGS	39

Annexure A: BOQ BHAMANANA QUARANTINE CAMP–					PAGE 28
PRELIMINARY AND GENERAL					
	Description	Unit	QTY	Rate	Amount
1	FIXED CHARGED ITEMS				
1.1	Contractual Requirements	Sum	1		
	Establish Facilities on the Site : Facilities for Contractor				
1.2	Offices and storage sheds	Sum	1		
1.3	Ablution and latrine facilities	Sum	1		
1.4	Water supplies, electric power and communications	Sum	1		
1.5	Plant, tools and equipment	Sum	1		
1.6	Other fixed-charge obligations (e.g. fencing)	Sum	1		
1.7	Remove Contractor's Site establishment on completion	Sum	1		
2	TIME RELATED ITEMS				
	Contractual Requirements to operate the facilities on site for the duration of construction, except where otherwise stated				
2.1	Offices and storage sheds	Month	6		
2.2	Ablution and latrine facilities	Month	6		
2.3	Plant, Tools and equipment	Month	6		
2.4	Water supplies, electric power and communications	Month	6		
2.5	Company and head office overhead costs	Month	6		
2.6	Other time-related obligations	sum	1		
3	SUMS STATED PROVISIONALLY BY THE ENGINEER				
3.1	Provision for Community Liaison Officer (CLO)				R40 000
3.2	Overheads, charges and profit on item 3.1. Percentage tendered >:%	%			
4	DAY WORKS (RATES ONLY)				
4.1	Semi-Skilled labour	Day	1		Rate Only
4.2	Skilled Labour	Day	1		
4.3	Foreman	Day	1		
5	OCCUPATIONAL HEALTH & SAFETY ACT				
5.1	All costs and obligations to comply with the OHS Act Construction Regulations	Sum	1		
5.2	Time related obligations to comply with the OHS Act Construction Regulations	Sum	1		
PRELIMINARY AND GENERAL - PAGE 28 >> TRANSFER TO SUMMARY PAGE				R	

PARKHOME1 – 12.00 X 6.10M (OPEN PLAN)					
1	STANDARD ITEMS				
	Description	Unit	Qty	Rate	Amount
1.1	Supply, Deliver and installation of Modular 1				
	<p>Standard specifications</p> <p><u>CHASSIS</u> All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members.</p> <p><u>SUPPORTS</u> Adjustable steel jacks to be placed under the units chassis With pressure dividing stone. (24x)</p> <p><u>FLOOR</u> Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to chassis (72m²)</p> <p><u>FLOOR COVER</u> Belgotex polypropylene fiber carpet or (Berber point) or equivalent 72m²</p> <p><u>WALLS</u> 60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted.</p> <p><u>ROOF</u> Mono or double pitch (6-10 degrees). Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek (both sides).</p> <p><u>ROOF CAPPINGS</u> Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x).</p> <p><u>GUTTERS</u> Two seamless aluminium 12m long Highline gutters (chromadek) with one aluminium down pipe each.(2x)</p> <p><u>DOORS</u> External: Chromadek clad 38mm panel, with 3 lever lock. (2x)</p> <p><u>WINDOWS</u> Aluminium frames, pre-manufactured.</p> <ul style="list-style-type: none"> • 1100 x 1200mm, sliding (7x) • 500 x 900mm, sliding (1x) • 500 x 500mm, sliding (3x) 	Sum	1		
SUBTOTAL PARKHOME 1 – PAGE 29 TRANSFER >> TO SUMMARY PAGE				R	
Annexure A: BOQ BHAMANANA QUARANTINE CAMP OFFICES					– PAGE 30
PARKHOME 1 – 12.00 X 6.10M (OPEN PLAN) (CTD)					

	Description	Unit	QTY	Rate	Amount
1.2	SUPPLY, DELIVER AND INSTALL ELECTRICAL RETICULATION <i>(Include installation)</i>				
1.2.1	Power skirting (Le Grande)- 24m	Sum	1		
1.2.2	Dedicated double computer plug point (2x)				
1.2.3	Plug points– standard 16Amp (7x)				
1.2.4	Cabling				
2	OPEN PLAN OFFICES EXTRA FIXTURES <i>(Include installation)</i>				
2.1	T8 fixtures with 2 x 25W tubing, including lens (cover)	No.	8		
2.2	Distribution board	No.	1		
2.3	Burglar guards for 1100 x 1200mm windows. Must allow for installation of horizontal blinds (see item 2.6).	No.	7		
2.4	Steel burglar gates (25mm square or round tubing minimum) to be installed outside the outside doors.	No.	2		
2.5	50mm horizontal blinds (wood) - Hunter Green. To fit window 1100 x 1200mm.	No.	7		
2.6	Supply & installation of outside skirting to cover space between unit bottom and ground level (200-500mm, depending on chassis and jack height). Total length: 36m.	Sum	1		
2.7	Supply of two-tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min.) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks.	No.	2		
2.8	Supply & installation of a fire extinguisher:: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage.	No.	1		
SUBTOTAL PARKHOME1 - PAGE 30 >> TRANSFER TO SUMMARY PAGE				R	

Annexure A: BOQ BHAMANANA QUARANTINE CAMP OFFICES					– PAGE 31
PARKHOME 1 – 12.00 X 6.10M (OPEN PLAN) (CTD)					
#	Description	Unit	QTY	Rate	Amount
3	SUPPLY, DELIVER AND INSTALLATION OF KITCHEN + TOILETS				
3.1	Supply & installation of toilet pan closed cistern top flush – ceramic, white with solid hard plastic seats, plus cover.	No.	3		
3.2	Supply & installation of toilet division walls (42mm EPS Minimum). Two division panels + 1 front wall of at least 2.00m height	Sum	1		
3.3	Supply & installation of toilet doors: Insulated panel. Width: 700 - 800 mm <> Height: 1900- 2000mm				
3.4	Supply & installation of urinal. Ceramic (white), with flushing mechanism.	No.	1		
3.5	Supply & installation of washing basin ceramic (white), 500-550m long and 350-400mm wide. Include all steel chromium pillar taps. Two taps per basin.	No.	2		
3.6	Two frameless glass mirrors 5mm thick mounted against the wall above the washing basins 300 x 500mm with appropriate clips.	No.	2		
3.7	Supply & installation of Kitchen Base Units (KB7 – 800 (h) x 545 (d) x 900 (w) with formica kitchen countertop at least 40mm thick	No.	2		
3.8	Supply & installation of Kitchen Drawers (KD2 – 800 (h) x 415 (d) x 568 (w). Panel thickness: 16mm minimum. Two separated cabinets, 2 x 2 hinged doors.	No.	1		
3.9	Supply & installation of Drop-in sink, stainless steel, double bowls, length 1100 – 1250mm. Width: 500-650mm.	No.	1		
3.10	Supply & installation of chrome kitchen deck mixers. One per bowl. Grohe or equivalent.	No.	2		
3.11	Supply of Solo microwave oven 20-25L, e.g.: <ul style="list-style-type: none"> • Samsung 20 L Solo Microwave Oven (MW73AD-B/XTL, Black), • G 20 L Solo Microwave Oven (MS2043DB, Black) • Or equivalent 	No.	1		
3.12	Supply & installation of an electrical 6-liter instant geyser under counter.	No.	1		
3.13	Supply of double door Top Freezer Fridge – White or stainless. 140 – 180L. LG, KIC or equivalent	No.	1		
SUBTOTAL PARKHOME 1 – PAGE 31 >> TRANSFER TO SUMMARY PAGE R					R

Annexure A: BOQ BHAMANANA QUARANTINE REFURBISHMENT ITEMS					PAGE 32
#	Description	Unit	QTY	Rate	Amount
1	WATER SUPPLY : SUPPLY, DELIVERY AND INSTALLATION				
1.1	Supply and install 40mm Ø HDPE water pipe line.	m	800		
1.2	Supply and install pipe fittings between existing water tanks and water troughs in all the camps	Sum	1		
1.3	Supply and install 40mm Ø control valves	No	6		
1.4	Supply and install 250L Plastic animal drinking troughs. With ball valves.	No.	6		
2	SOLAR POWER SUPPLY				
2.1	<p>Supply, Deliver and install solar panels. Solar photovoltaic system with batteries to deliver 12KW/day. A fully functioning solar system to include:</p> <ul style="list-style-type: none"> Solar Panels. 5X450wa Invertor: 1X 8KV Solar storage batteries. 5.1 KWh Lithium-ion Charge controller/Regulator DC-AC converter <p>The solar panels to be installed on rigid frames on the floor or on the roof depending on the supplier's recommendation. Components of the solar setup to supply the required power, not mentioned above shall be included as per the supplier's recommendations.</p> <p>CERIFICATE FROM THE SUPPLIER WOULD BE REQUIRED</p>	Sum	1		
2.2	Supply electricity from the solar panels to the open plan office, kitchen: a registered electrician shall do Installation / wiring of DB to supply power from the solar power station to the kitchen. CERTIFICATE OF REGISTRATION TO BE SUMITTED TO THE ENGINEER.	Sum	1		
3	CONSTRUCTION OF A SECURITY TOWER				
3.1	<p>Construction of security tower as per the supplied drawings: All steel members to be fully galvanized</p> <ol style="list-style-type: none"> Structural steel tower to be constructed with 76 X 76 X 3.6mm square tubes. Tower dimension: 2.3m X 2.3m X 9.6m high. The tower columns to be supported by cross members of 30 X 5mm flat bars, 100 X 65 X 8mm Angle iron frames and 125X75X20X2mm galvanized lip channels supports as per specification and drawings 1mm GI profile steel sheets to be used to cover the roof and create compartment on the top level of the tower 2mm chequered aluminium plate floor for the top compartment. Steel ladder steps as per specification Concrete footing for the tower and ladder supporting columns 0.8m X 0.8m X 1m : 25Mpa concrete footing with steel reinforcement 9 X 1m (Y16) and 4 X 4m (Y 12) per footing 	Sum	1		
SUBTOTAL REFURBISHMENT ITEMS – PAGE 32 >> TRANSFER TO SUMMARY PAGE					R

Annexure A: BOQ BHAMANANA QUARANTINE REFURBISHMENT ITEMS (CTD) – PAGE 33

#	Description	Unit	QTY	Rate	Amount
5	CONSTRUCTION OF SEPTIC TANK AND SOAK AWAY DRAINAGE FIELD				
5.1	Supply and install plastic Septic Tank: <ul style="list-style-type: none"> Septic tank volume 4500L Septic tank to have two compartments Exit pipe should be perforated sewer pipe 110mm Ø Grey water from the sink should by-pass the septic tank The pipe exiting the tank should be at 1 -2% slope 25Mpa 19mm concrete slab 100mm thick should be used as a tank foundation with Ref 395. Concrete foundation to extend 200mm beyond the tanks footings 	Sum	1		
5.2	Construction of Soak Away Drainage Field: 2 X (6.0m long x 400mm wide x 1.00m deep) Soak away French drain to be constructed. <ul style="list-style-type: none"> The two soak away drains to be 4m apart 110mm perforated exit baffle from tank to be embedded in 400mm of gravel/stones covered with geotextile. GEOTEXTILE cover (bedim) 600mm wide on top of 19mm gravel 	Sum	1		
SUBTOTAL REFURBISHMENT ITEMS – PAGE 33 >> TRANSFER TO SUMMARY PAGE				R	

ANNEXURE B: PRICING SCHEDULE SUMMARY - PAGE 34		
PS/BOQ PAGE NO.	DESCRIPTION	AMOUNT
28	PRELIMINARY AND GENERAL	R
29	Park home 1 (Open Plan) – Standard Items	R
30	Park home 1 (Open Plan) – Electrical & Optional Extras	R
31	Park home 1 (Open plan) – Kitchen & Toilets	R
32	SUB TOTAL QUARANTINE CAMP REFURBISHMENT ITEMS	R
33	SUB TOTAL QUARANTINE CAMP REFURBISHMENT ITEMS (CTD)	R
	SUBTOTAL	R
	Contingencies 10% of SUBTOTAL	R
	SUBTOTAL	R
	VAT 15%	R
	TOTAL	R

Contractors Health and Safety Declaration

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by bidder)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN BID	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health & Safety Representatives		
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN BID
Hard hats		
Safety boots		
Add items as per risk assessment:		

TABLE 3: ADDITIONAL OHS COST ITEMS

See also STC 48.1

COST ITEM	COST ALLOWED FOR IN BID
Carrying out and documenting risk assessments of all work to be carried out under the contract.	
Preparation of safe work procedures.	
Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.	
Preparation of a Project H&S File to include all requirements of Annexure A.	
Regular updating of all of the 4 above items	
Provision of medical certificates of employees	
The completion and checking of the safety file upon completion of the works and handing it over to the Department	

4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
5. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER DATE

(of person authorised to sign on behalf of the Bidder)

ANNEXURE D**ADDITIONAL INFORMATION**

EXPERIENCE: Please indicate your experience and expertise by completing the table:

#	NAME OF PROJECT + PERIOD	PROJECT DESCRIPTION	ROLE (SELF OR SUB- CONTRAC- TED)	PROJECT VALUE	NAME AND CONTACT NUMBER OF REFEREE
1					
2					
3					
4					
5					

Preliminary Construction Program

The bidder shall submit a preliminary program reflecting the proposed sequence and duration of the various activities comprising the work for this Contract to include the projected cash flow for each activity. The program shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his bid.

[Note: The program must be based on the completion time as specified in the Clause 59 of the Special Terms & Conditions.]

Note 2: The presented order of the works is not necessarily sequential, e.g. the tower does not have to come after the placement / construction of the open plan office

PRELIMINARY CONSTRUCTION PROGRAMME FOR Construction of Park home offices				
NO.	PHASE DESCRIPTION	Starting date (No. of days/weeks after Site handover)	Completion date (No. of days/weeks after site hand over)	Duration (No. of days/ weeks)
0	Site hand over	0	0	0
1	Site establishment			
2	Site clearing			
3	Site levelling			
	Placing of the Park homes			
4	Open Plan Office			
4	Toilets and Kitchen			
5	Installation of septic tanks			
	Power and water Supply			
6	Supply and install of electrical solar panels			
7	Supply of water pipe lines			
	Steel works			
8	Construction of a steel tower			
9	Site de-establishment			
10	Site hand over			

PROPOSED CONSTRUCTION PERIOD _____ WEEKS

DATE

SIGNATURE OF TENDERER
(of person authorised to sign on behalf of the Tendere

LIST OF DRAWINGS			
NUMBER	REFERENCE	TITLE	PAGE
DR01	OFF/TKO/2020/001	OFFICE OPEN PLAN	40
DR06	TOW/TKO/2020/008	SECURITY TOWER	41

PART D
BID DISQUALIFYING FACTORS

1. All bids received shall be evaluated on the following phases of evaluation:

- (vi) Stage one: Pre-qualification Criteria
- (vii) Stage two: Local Content and Production
- (viii) Stage three: Administrative Compliance
- (ix) Stage four: Functionality Criteria
- (x) Stage five: Price and BBBEE

2. Only bids that who meet both of the following Prequalification Criteria shall be considered:

- (i) BBBEE Level 1(as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and**
- (ii) EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);**
- (iii) A minimum 3CE CIDB grading is required**

3. Compulsory administrative compliance:

- 3.1. Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- 3.2. Annexure A (Bidders past experience) must be completed and signed by the bidder.
- 3.3. All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- 3.4. Use of correction fluid is prohibited.
- 3.5. Any alterations must be initialed.
- 3.6. Under no circumstances may bid forms be retyped or redrafted.
- 3.7. Local content must be completed.
- 3.8. Central Suppliers Database registration number.
- 3.9. A valid Tax Compliance Pin.
- 3.10. Dully completed and valid Section J/ SBD 10 as confirmation of attendance of compulsory briefing session

4. Compulsory Documents, must be submitted with a bid:

- 4.1. A certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing 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, where applicable, as per SBD 11.
- 4.2. A certified copy of a valid BBBEE certificate or valid sworn affidavit.
- 4.3. Minimum of CIDB Level 3CE grading.

5. Functionality

- 5.1 Relevant experience
- 5.2 Financial Capacity
- 5.3 Locality

6. FUNCTIONALITY EVALUATION CRITERIA

N o	Evaluation Matrix	Means of Verification	Points%	Score
1.	Relevant Experience	Bidder's experience in construction of buildings/offices, Installation of solar panels & steel security	30 (5 points per relevant project)	Reference letters, Proof of payment and/or Completion certificates for the projects listed on Annexure A . For each project provide the following: <ul style="list-style-type: none"> • Description of service provided. • Role of the bidder • Project cost and duration • Proof of orders issued for each project
2.	Resources	Financial Capacity Evidence of credit facility of a minimum of R2 Million in construction of buildings/offices, Installation of solar panels & steel security	40 30	Evidence of credit facility and/or Registered Financial Institution (E.g. Letter for Intent) Or Evidence of access to any legal funding instrument
		Access to a transportation facility/ Light Delivery Vehicle (LDV) / Truck	10	Letter of commitment from fleet company Or Confirmation from manufacturer that delivery shall also be undertaken Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)
3.	Locality	Office of Bidder within the borders of District that you are applying for = 30points Office of Bidder outside borders of District that you are applying for but within KZN = 25 points Office of Bidder outside borders of KZN = 10 Points	30	Municipality Bills, Business Letters or Bank statement or SARS pin or Lease Agreements (Not Older than 6 Months)
		TOTAL	100	
		Minimum of Functionality threshold	70	

7. Price and BBBEE

7.1. Bidder/s who had attained the minimum passing score of seventy (70) points will be evaluated further on Price and BBBEE. The bidder who scores the highest points may be awarded the contract as prescribed by the PPPFA.

NB. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further evaluation.

**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 six (6) months.**

Failure to comply with this requirement shall invalidate the bid submitted.

Previous Experience (Annexure A)

Please list previous experience. Documents and/or an extended list may be attached for further details.

	Client Name	Nature of Transportation Service	Contract Value (R'000)	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Signed on behalf of bidder:

Date: