



1 Cedara Road, Pietermaritzburg, 3200
KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200
Tel: 033 355 9100

Invitation to Tender – DARD 14/2021

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid **Appointment of a service provider for the supply , installation and equipping of a modular veterinary clinic and ancillary works at KwaMaphumulo, ILembe District**

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 or QSE (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)
- (iii) Minimum 3GB/CE 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.

Briefing Session

The Compulsory briefing session will be held as follows:

Date: 09/02/2022
Venue Department of Agriculture and Rural Development Maphumulo local Office
Time: 11:00
Site to be visited: Maphumulo

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. T.K Onkay Tel. 082 330 3647or Teklit.Onkay@kzndard.gov.za

The closing date and time for receipt of Tenders is **21 February 2022 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	DARD 14/2021	CLOSING DATE:	21/02/2022	CLOSING TIME:	11h00.
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DESCRIPTION	Appointment of a service provider for the supply , installation and equipping of a modular veterinary clinic and ancillary works at KwaMaphumulo, ILembe District
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Nompumelelo Dladla	CONTACT PERSON	Mr. Teklit.Onkay
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TELEPHONE NUMBER	033 355 9369	TELEPHONE NUMBER	082 330 3647
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FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
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E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za	E-MAIL ADDRESS	Teklit.Onkay@kzndard.gov.za
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SUPPLIER INFORMATION

NAME OF BIDDER			
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POSTAL ADDRESS			
----------------	--	--	--

STREET ADDRESS			
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TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER				
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FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS				
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VAT REGISTRATION NUMBER				
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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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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
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[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]
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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:

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Quotation Reference No: DARD14/2021

Goods/Service/Work: Supply, Installation and Equipping of a modular veterinary clinic and ancillary works at KwaMaphumulo

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: 21/02/2022

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 14/2021	Appointment of a service provider for the supply , installation and equipping of a modular veterinary clinic and ancillary works at KwaMaphumulo, ILembe District	

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.....	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
- 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.....	Bid number.....
Closing Time 11:00	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)

1. The accompanying information must be used for the formulation of proposals
2. 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.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

5.1 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?

*YES/NO

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:

SECTION F

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1. Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO
- 2.7.1 If so, furnish the following particulars:
 Name of state institution at which you or the person
 connected to the bidder is employed:
 Position occupied in the state institution:
 Any other particulars:

- 2.7.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO
- 2.7.2.1. If yes, did you attached proof of such authority to the bid document? YES / NO
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2. If no, furnish reasons for non-submission of such proof:

- 2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO
- 2.8.1. If so, furnish particulars:

- 2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 2.9.1. If so, furnish particulars:

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.10.1. If so, furnish particulars.

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

2.11.1. If so, furnish particulars:

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

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

4. DECLARATION

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidde

SBD 5

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

1.3 Points for this bid shall be awarded for:

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

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

	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;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) \end{array}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) \end{array}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 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

6. BID DECLARATION

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

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

7.1 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.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 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		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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 – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. 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: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (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; (d) Black people living in rural and under developed areas; (e) 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 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)	

4. 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.
5. 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)	

4. 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.
5. 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

SBD 7.1

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 K

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

SECTION L

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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

- 3.1 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.
- 3.2 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.

- 5.1 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.
- 5.2 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.
- 5.3 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.

- 5.4 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

- 9.1 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.
- 9.2 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.

10. Delivery and documents

- 10.1 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.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 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.

12. Transportation

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

13. Incidental Services

- 13.1 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.
- 13.2 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.

14. Spare parts

- 14.1 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.

15. Warranty

- 15.1 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.
- 15.2 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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 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.
- 15.5 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.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 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.
- 16.3 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 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.

18. Contract amendments

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

19. Assignment

- 19.1 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.

20. Subcontracts

- 20.1 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.

21. Delays in the supplier's performance

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 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.

22. Penalties

- 22.1 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.

23. Termination for default

- 23.1 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.

- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 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.

25. Force Majeure

- 25.1 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.
- 25.2 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.

26. Termination for insolvency

26.1 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.

27. Settlement of Disputes

27.1 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.

27.2 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.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

28. Limitation of liability

28.1 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.

29. Governing language

29.1 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.

30. Applicable law

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

31. Notices

31.1 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

- 31.2 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.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 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.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 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).
- 34.2 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

The project has to reach practical completion **within 4 months** calculated from the date of site handover.

2. EVALUATION CRITERIA

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

- a) Stage one: Pre-qualification Criteria
- b) Stage two: Local Content and Production
- c) Stage three: Administrative Compliance
- d) Stage four: Functionality Criteria
- e) Stage five: Price and BBBEE

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

2.1. Step 1 - 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/ 90/10 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

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND EQUIPPING OF A MODULAR VETERINARY CLINIC - PLUS ANCILLARY WORKS – AT MAPHUMULO, ILLEMBE

DISCLAIMER

[1] COMPLETENESS OF THE DOCUMENT

The general 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] OPTIONAL ITEMS

Most of the information and specifications provided in this document would apply to this particular clinic. However, some options have been listed, for example regarding the requirement of a septic tank, borehole and/or covered parking/waiting area, that may not apply here. Which ones would apply will be explained at the site briefing.

[3] APPLICABLE STANDARDS

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200), with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein. Additional relevant standards will be given per item where required. 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.

[4] CONTRACT DOCUMENTS

This document must be read in conjunction with Drawings 1 - 6 (See Annexure E - List of Drawings). 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

[5] INVOLVEMENT OF ENGINEERING STAFF

The Engineering Services Directorate (ESD) takes no responsibility for MODULAR clinics supplied and installed 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.
- d. Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.

District managers and other departmental end users are therefore required to involve ESD at the earliest possible stage, i.e. during PPC meetings or before submission of the request

memo.

1. BACKGROUND

- 1.1. One of the mandates of the KZNDARD is the provision of veterinary services to communities. As part of the Department's efforts to tackle rabies and other canine and small animal diseases, it has embarked on a drive to take these services to the areas where they are most needed. In the next two years it intends to build semi-permanent modular veterinary clinics in several districts. The Maphumulo clinic in Illembe is one of them.

2. OBJECTIVES

- 2.1. To provide first line veterinary health services to local communities.
- 2.2. To appoint a suitably qualified Service Provider for the erection of a modular clinic
- 2.3. To ensure the timely realization of a cost effective, well-built modular clinic to resource-poor owners of dogs and other pets.

3. SCOPE OF SERVICES

- 3.1. The project covers:
- 3.1.1. Building of a 15 x 7m modular clinic.
 - 3.1.2. Supply and installation of a septic tank with French drain¹
 - 3.1.3. Supply and installation of furniture and equipment.
 - 3.1.4. Drilling and equipping of a borehole.¹
 - 3.1.5. Fencing of the precinct.
 - 3.1.6. Construction of a covered parking/waiting area.¹
- 3.2. Documents to accompany this bid specification are listed in the Table of Contents.

4. PROJECT LOCATION

- 4.1. The site is situated at Maphumulo LM in Illembe District Municipality.
- 4.2. Site Coordinates: 29°09'04"S & 31°04'01"E

¹ These are optional items, which may not be required for this particular clinic. Contractor to verify during the site briefing whether these items would be required for this particular clinic.

SECTION Q

SPECIAL TERMS & CONDITIONS

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND EQUIPPING OF A MODULAR VETERINARY CLINIC - PLUS ANCILLARY WORKS – AT MAPHUMULO, ILLEMBE DM

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. It is estimated that tenderers should have a CIDB contractor grading designation of 3CE/GB or higher. 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. **The modular (“park home” type) clinic design and installation shall be done by a specialist supplier of insulated panel and should be based on a design that comes with an engineering certificate.**

9. COMPULSORY SITE BRIEFING

- 9.1 A 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 The Pricing schedule makes some allowance (in Section C2) for alternative specifications for some items that are at least equivalent to the ones provided by the Department. Apart from these, no counter offers shall 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 B)

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

13. ENTERING OF DEPARTMENTAL PREMISES

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

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 accompanied by payment certificates, indicating the work done, 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 payment certificate;
 - 15.1.6. The value of the payment certificate amount, the amount of tax charged and the description of the works completed;

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 the services rendered as per the payment certificate.
- 20.2 There will be no payment for materials or equipment delivered to site, unless they have been installed or otherwise used in the construction process.
- 20.3 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.
- 20.4 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 of the District Office;
- 20.3.2 If there is no response from the District Office, the Director: Finance must be contacted;
- 20.5 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 construction period is **4 months**
- 21.2. The retention period is **12 months**
- 21.3. Thereof the contract period is **16 months**

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. **Minimum CIDB 3 GB/CE**

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 installation and during and after commissioning.

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

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

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 Particular Specifications (PPS)* 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.
- 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 Preliminary & General section of 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, pavings, 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 Department and all surrounding properties and shall indemnify the Department 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 Department 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 Contractors 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. The contractor must indicate in *Annexure C – Additional Information: Subcontracted Works* which part(s), if any, (s)he intends to subcontract.
- 46.2. **If the appointed service provider is not a specialist supplier of modular units, he/she shall sub-contract the panel supply and clinic construction to a specialist company.** In addition, the issuing of an Engineering certificate for the design and construction of the building compulsory. Contractor to submit name of the modular housing specialist in Annexure C2.
- 46.3. Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and his/her 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, his agents or employees.

47. INSURANCE

- 47.1. All accepted approved contractors would be required to provide the following insurance's 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.
- 47.2. The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.

48. OCCUPATIONAL HEALTH AND SAFETY

- 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.
 - Preparation of a Project H&S File to include all requirements of Annexure A.
 - 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

48.3 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.

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

48.5 The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	On commencement of construction.

48.6 The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

48.7 The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

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.

51. FIXED PRICE CONTRACT

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

52. PRICING - COMPLETENESS OF BID

52.1. Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. This includes those optional items that will be pointed out as required at the bid briefing (e.g. VIP toilet(s), fencing and other). If he/she does not bid on all items, his/her bid will be rejected.

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

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

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

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

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

53. QUANTITIES OF WORK

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

54. PROGRESS PAYMENTS

54.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete. **No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in the Service Level Agreement.**

- 54.2. 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.
- 54.3. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- 54.4. The Engineer may elect, in those cases where the actual pricing schedule is not available and a payment schedule has been included in the bid document, to use such a payment schedule, which apportions a weighting for the various work phases.
- 54.5. The contractor shall be paid in up to a **maximum of seven** part payments. The Contractor is strongly advised to request **at least five** payments when being notified of him/her being awarded the contract.
- 54.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (57).
- 54.7. 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.

55. COMPLETION OF THE WORKS

- 55.1. Work completion will be established over three stages.

55.1.1. 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.

57.1.2. 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.

57.1.3. Final completion

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

- 57.2. Certificates of Completion and Final Approval will be issued by the Engineer for practical and final construction completion.

56. RETENTION

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

- 56.2. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **practical 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.

56.3. In some instances, the Engineer may decide to shorten this period 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.

57. DEFECT LIABILITY PERIOD

57.1. The defect liability period is 12 calendar months calculated from the date of Works Completion.

57.2. 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.

58. CONTINGENCIES

58.1. 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. **Payment of the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

58.2. Approval from the Engineer for the use of the Contingencies allocation is required before any purchases can be made or work is started from this allocation. Any allowance must be in line with SCM Delegations.

59. PERIOD OF COMPLETION & RATE OF PROGRESS

59.1. The project has to reach practical completion **within 4 months** calculated from the date of site handover.

59.2. 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.

59.3. 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 (a) of this clause.

59.4. The date of completion will be extended only to the extent approved by the Department.

59.5. 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.

59.6. When the Works are completed the Department will give a Works completion certificate and the date of such certificate shall be the date of commencement of the liability period.

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

- 60.1. 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.
- 60.2. 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.
- 60.3. 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.

61. LOCAL PRODUCTION AND CONTENT

- 61.1. 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 of 100% for all items that are locally manufactured such as:
- 61.2.1. Wire products (All fencing products including welded mesh fencing)
 - 61.2.2. Fabricated structural steel products (Gate-, Corner- and Straining Posts, Line Poles and gates)
 - 61.2.3. Roof and Cladding
 - 61.2.4. Frames
 - 61.2.5. Fasteners
 - 61.2.6. Gutter and down-pipes
 - 61.2.7. Sliding doors
- 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 Agriculture and Rural Development latest list of designated sectors can be accessed on http://www.dti.gov.za/industrial_development/ip.jsp
- 61.6. Service Provider should ensure that they complete SDB 6.2 of this document. Failure to complete SDB 6.2 shall result in disqualification.

SECTION R

PRICING SCHEDULE AND SPECIFICATION FOR THE SUPPLY AND INSTALLATION OF A MODULAR VETERINARY CLINIC AND ANCILLARY WORKS

Clinic walls and ceilings to be made of 40mm Polyurethane or 60mm EPS paneling and must come with a general manufacturer's warranty of at least 12 months, plus a 10 year guarantee against qualifying structural defects in the load-bearing components from the frame up.

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 1**

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A | PRELIMINARY & GENERAL¹						
A .1	8.3	FIXED-CHARGE ITEMS				
A .1.1	8.3.1	Contractual Requirements	Sum	=====	=====	R
A.1.2	8.3.2	Establish Facilities on the Site :				
		a) Facilities for Contractor				
A.1.2.1		Offices and storage sheds	Sum	=====	=====	R
A.1.2.2		Ablution and latrine facilities	Sum	=====	=====	R
A.1.2.3		Water supplies, electric power and communications	Sum	=====	=====	R
A.1.2.4		Plant, Tools and equipment (The use of a crane if required for the offloading of the modular units)	Sum	=====	=====	R
A.1.2.5	8.3.3	b) Other fixed-charge obligations (Please specify): _____ _____ _____	Sum	=====	=====	R
A.1.2.6	8.3.4	c) Removal of Engineer's and Contractor's Site establishment on completion	Sum	=====	=====	R
	PAM	OCCUPATIONAL HEALTH & SAFETY ACT				
A.1.2.7	PAM 8.2.1	All costs and obligations to comply with the OHS Act Construction Regulations	Sum	=====	=====	R
TOTAL (Forward to Summary page) >>						R

¹ Contractor to submit only values for those items he/she will actually use for this particular contract. Priced items that are not used will **not** be paid for.

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 2**

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A | PRELIMINARY & GENERAL (CTD)¹						
A.2	8.4	TIME-RELATED ITEMS				
A.2.1	8.4.1	Contractual Requirements	Sum	=====	=====	R
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Contractor for duration of construction, except where otherwise stated				
A.2.2		Offices and storage sheds	Sum	=====	=====	R
A.2.3		Ablution and latrine facilities	Sum	=====	=====	R
A.2.4		Plant, Tools and equipment	Sum	=====	=====	R
A.2.5		Water supplies, electric power and communications	Sum	=====	=====	R
A.2.7	8.4.4	Company and head office overhead costs	Sum	=====	=====	R
A.2.8	8.4.5	Other time-related obligations	Sum	=====	=====	R
	PAM	OCCUPATIONAL HEALTH & SAFETY ACT				
A.2.9	PAM 8.2.2	Time related obligations to comply with the OHS Act Construction Regulations	Sum	=====	=====	R
TOTAL (Forward to Summary page) >>						

¹ Contractor to submit only values for those items he/she will actually use for this particular contract. Priced items that are not used will not be paid for.

Total Carried Forward To Summary Page>>	R
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**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMOLU – PAGE 3**

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
	8.5	For work to be done by Contractor				
A.3.1		a) Allow for provisional sum for repairs to damaged services which could not have been reasonably foreseen	Prov. Sum	=====	=====	R 20,000.00
A.3.2		b) Overheads, charges and profit on item A.3.1. Percentage tendered >>:%	Sum	1	=====	R
	8.5	For work done by Nominated Sub-Contractor				
A.3.3		Density tests of all soil compactions on instruction by Engineer	Prov. Sum	=====	=====	R 12,000.00
A.3.4		Overheads, charges and profit on Item A.3.3. Percentage tendered >>.....%	Sum	1	=====	R
A.3.5		Connection to the electricity grid	Prov. Sum	=====	=====	R 30,000.00
A.3.6		Overheads, charges and profit on Item A.3.5. Percentage tendered >>.....%	Sum	1	=====	R
A.3.7	PPS D 9.2	Water connection between clinic and pressurised water source (municipal or other)	Prov. Sum	=====	=====	R 18,000.00
A.3.8		Overheads, charges and profit on item A.3.7 Percentage tendered >>.....%	Prov. Sum	=====	=====	R
	8.7	Dayworks				
A.3.9		<u>Plant</u> Designated plant or plant for designated operations or plant for use during stated periods. Applicable only to specifically identified plant, for example crane to offload clinic units	Sum	=====	=====	R 15,000.00
A.3.10		Overheads, charges and profit on item A.3.9 Percentage tendered >>.....%	Prov. Sum	=====	=====	R
Total Carried Forward To Summary >>					R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 4**

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B.1	PPS EW	EARTH WORKS				
B.1.1		SITE CLEARANCE				
B.1.1.1	PPS EW1,2	Clear and grub site. Dimensions: 20m x 25m	m ²	500	R	R
B.1.2		EXCAVATIONS				
B.1.2.1	PPS EW 3	Remove topsoil and stockpile (site + road)	m ³	75	R	R
B.1.2.2	PPS EW 3	Excavate in all materials and use for backfill and dispose of excess materials Foundations 65m x 600mm (w) x 800mm (d)	m ³	=====	R	RATE ONLY
B.1.2.3		EXTRA OVER FOR EXCAVATION IN HARD MATERIALS				R 10000.00
B.1.2.3.1	PPS EW 3	Intermediate excavation	m ³	=====	R	RATE ONLY
B.1.2.3.2	PPS EW 3	Hard Rock excavation	m ³	=====	R	RATE ONLY
B.1.3		SUBGRADE FILLING AND COMPACTION				
B.1.3.1	PPS EW 4	Filling and compaction of selected excavated material to 95% Mod AASHTO	m ³	=====	R	RATE ONLY
B.1.3.2	PPS EW 4	Filling and compaction of imported G5 material (150mm thick) to 95% Mod AASHTO.	m ³	=====	R	RATE ONLY
B.2	PPS C	CONCRETE WORKS				
B.2.1	PPS C 17.1	Mass concrete - 20 MPa Slab 2.50m x 2.00m x 125mm with Ref 395	m ³	0.7	R	R
B.2.2	PPS C 17.2	Mass concrete - 20 MPa. Slabs for clinic entries – 5.0 x 5.0m (front) & 5.0 x 3.0m (back). Thickness: 100mm	m ³	4.0	R	R
B.2.3	PPS C 17.6	Mass concrete - 20 MPa. Slabs for aircons outside units 8.0 x 1.0m x 100mm	m ²	0.8	R	R
Total Carried Forward To Summary >>					R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 5**

C | INSULATED PANEL BUILDING PROPER				
<p>1) The listed specifications are minimums. If your proposed specifications were to deviate from the ones provided here, please provide details per item in right hand column.</p> <p>2) Provide bid prices for sections C2 and C3 only at the bottom of these sections.</p>				
C	SUPPLY AND INSTALLATION OF THE 15 X 7M UNIT			
Does your offer comply with the specifications below, or constitute a deviation from it that is equal or superior? Please provide details per item in last column.		YES	NO	REMARKS
	Description			
C.1	GENERAL DESCRIPTION OF THE BUILDING			
	Engineered certified system consisting of a pre-coated steel (chromadek or zincalume) panels filled with 40mm polyurethane foam OR 60mm Expanded Polystyrene (EPS)	√	√	
C.2	DETAILED SPECIFICATIONS STANDARD ITEMS			
	<u>1 | CHASSIS</u>			
C.2.1	<p>1.1 Full length and full width structural welded steel chassis. All steel I-beams OR with two 200 x 75 x 20 x 3mm lip channel longitudinal beams and heavy duty cross members (minimum 75 x 50 x 2.5mm). Dimensions of the chassis: 15.6 x 3.4 metres.</p> <p>1.2 The steel should metal etch primed and painted black (2 coats of enamel paint).</p>			
	<u>2 | SUPPORTS</u>			
C.2.2	2.1 Adjustable steel jacks to be placed under the chassis strategically to divide pressure evenly.			
	<u>3 | FLOOR BOARD</u>			
C.2.3	<p>3.1 Floorboard is heavy-duty, treated exterior grade timber (shutterply), thickness 18 - 22mm, attached to the joints and cross members. Cross bearers/ joists to be steel.</p> <p>3.2 The entire floor (105m²) is bolted down to the chassis.</p>			
	<u>4 | FLOOR COVER</u>			
C.2.4	<p>4.1 Cleanable water resistant heavy duty laminate floor (7mm minimum (print to be confirmed) OR Rhino lining. For the reception office, consultation room and office No.2 (29m²).</p> <p>4.2 Rubber anti-skid matting (print or colour to be confirmed) OR Rhino lining. For toilet and bathroom (10m²)</p> <p>4.3 Heavy duty industrial waterproof vinyl, thickness 2mm (min), welded at the joint (66m²). All other areas.</p>			

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO– PAGE 6**

C.2	DETAILED SPECIFICATIONS STANDARD ITEMS			
	Does your offer comply with the specifications below, or constitute a deviation from it that is equal or superior? Please provide details per item in last column.	YES	NO	REMARKS
	Description			
C.2	DETAILED SPECIFICATIONS STANDARD ITEMS			
C.2.5	<u>5 | WALLS (MATERIALS)</u> 5.1 All walls to be powder coated (Chromadek/ Colourplus OR zinalume). Height of the wall panels: 2.50m. 40mm thick polyurethane insulated panels with 0.58mm rigidised chromadek on both sides. OR 60mm EPS. 5.2 Panel colour (to be confirmed): African Cream (colour bond) or Sandstone beige (Chromadek) or Off-white			
C.2.6	<u>6 | SKIRTING</u> 6.1 External CDK OR PVC (450mm x 7mm) skirting (green) to close off the space between the floor bottom and ground level. With vents.			
C.2.7	<u>7 | WALLS (INTERIOR FINISHING)</u> 7.1 Wall height water resistant plywood paneling with decorative wood paneling finish OR chromadek pre-painted wood print. For the reception room, surgical room and Office No.2 (80m ²). Print to be confirmed. 7.2 No additional wall finish for all other areas.			
C.2.8	<u>8 | ROOF</u> 8.1 Double pitched roof at 11-12 degrees angle. 8.2 Overhangs 300mm on eaves and 100mm on gable ends. 8.3 Roof sheets and trims to be Z275 and 0.5mm pre-coated (chromadeck) green. 8.4 Light Steel Frame trusses.			
C.2.9	<u>9 | GUTTERS</u> 8.1 Seamless aluminium chromadek gutters on both sides of the clinic with 2 x 2 downpipes, and on the veranda roofs.			
C.2.10	<u>10 | CEILINGS</u> 10.1 Ceilings to be of same material as the walls and to be horizontally placed steel insulated panels. Joints between the ceiling panels to be sealed by the application of a membrane tape with sealant. 10.2 Ceiling height: 2.40-2.50m			

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 7**

C.2	DETAILED SPECIFICATIONS STANDARD ITEMS			
	<p>Does your offer comply with the specifications below, or constitute a deviation from it that is equal or superior? Please provide details per item in last column.</p>	YES	NO	REMARKS
	Description			
C.2	DETAILED SPECIFICATIONS STANDARD ITEMS			
C.2.11	<p><u>11 | WINDOWS & ACCESSORIES</u></p> <p>11.1 All external windows to be anodized aluminium, top hung and including burglar bars.</p> <p>11.2 Glazing: 4mm floated glass of GG quality. All glass to be clear, except the 600 x 600mm panes for the toilet and bathrooms which should be frosted</p> <p>11.3 Dimensions: 900 x 1200mm (8x) 900 x 900 mm (1x) 600 x 600 mm (2x)</p> <p>11.4 Framed fly screen windows: 900 x 1200mm (8x) 900 x 900 mm (1x) 600 x 600 mm (2x)</p> <p>11.5 Fold up blinds (silver) 900 x 1200mm (8x) 900 x 900 mm (1x) 600 x 600 mm (2x)</p> <p>11.6 Pay window: anodized aluminium (sliding) with worktop 1000 x 500 x 40mm.</p>			
C2.12	<p><u>12 | DOORS</u></p> <p>12.1 <i>All doors except sliding door in front:</i></p> <ul style="list-style-type: none"> • 40mm (60mm) thick door panel cut from 40mm (60mm) thick polyurethane (EPS) wall panel; • Standard size of 2032mm x 813mm; • Each door to be framed with 0.5mm pre-painted galvanised capping riveted to door panel; • Natural anodised aluminium rebated door frame including rubber buffers and heavy duty aluminium hinges; • External lock to be a five lever lock complete with stainless steel striker plate and two keys; Chrome plated handles or Equivalent; <p>12.2 <i>Front door:</i> Aluminium sliding door with 6mm thick laminated tinted (aqua/green or bronze) security glass 1800 x 2039mm. With shatterproof film, track blocking bars, window locks, sliding door locks.</p>			

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 8**

C.2	DETAILED SPECIFICATIONS STANDARD ITEMS			
	Does your offer comply with the specifications below, or constitute a deviation from it that is equal or superior? Please provide details per item in last column.	YES	NO	REMARKS
	Description			
C.2	DETAILED SPECIFICATIONS STANDARD ITEMS (CTD)			
C.2.11	<p>12 | DOORS (CTD)</p> <p>12.3 Curtains and curtain rails (2.50m long) for sliding door.</p> <p>12.4 Retractable steel burglar guard to fit the sliding door. With deadlock system, top and bottom tracks. E.g. Trellidor.</p> <p>12.5 HDG burglar gate for the Staff Entrance. <u>Leaf:</u> Square tubing frame 900 x 2100 x 32mm x 2.0mm with round solid bars (8mm) spaced 70mm running through horizontal square tubing braces 32 x 2.0mm. <u>Gate frame:</u> 40 x 2.0mm HDG square tubing bolted into wall at 500mm centres with M12 hex bolts, with anti-theft nuts.</p> <p>12.6 Door closers able to operate 850mm/40kg (EN2 category) doors. Opening up to 180 degrees. With hold open option. Yale, Dorma or Union. For staff entrance, toilet & bathroom (2x).</p>			
C2.12	<p>13 | LOUVRE</p> <p>12.1 Supply and installation of an <i>all-aluminium louvre panel</i> with fly screen/gauze. Internal dimensions: 500 x 300 x 40mm or 450 x 450 x 40mm (opening area 0.15 - 0.25m²) in the wall of the store room.</p>			
TOTAL PRICE (LUMPSUM) FOR THE STANDARD BUILDING ITEMS AS COVERED UNDER C2 ABOVE				R
<i>Bidder may also quote one lump sum for Sections C2 & C3 together. In that case please indicate "see below"</i>				

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
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Does your offer comply with the specifications below, or constitute a deviation from it that is equal or superior? Please provide details per item in last column.		YES	NO	REMARKS
	Description			
C3	ELECTRICAL			
C.3.1	<p><u>1 | ELECTRICAL CONNECTION – GENERAL</u></p> <p>1.1 Connection to the electricity grid is covered under P&G's</p> <p>1.2 Wired for connection to 220 volt single phase supply with earth leakage protection and distribution board.</p> <p>1.3 All plugs / room, lights, geysers and interior electrical fitting should be fitted.</p> <p>1.4 Wall switches and plug boxes are flush mounted in the wall panel with wiring concealed in the polystyrene core.</p>			
C.3.2	<p><u>2 | DISTRIBUTION BOARD & WIRING</u></p> <p>2.1 Wiring is in accordance with SANS 10142-1:2008 – 220V</p> <p>2.2 Distribution boards are 1x20 Way and/or 3 x 15 Way Surface Din Distribution Boards (Where applicable);</p> <p>2.3 Onesto circuit breakers or equivalent for Din Rail Boards;</p> <p>2.4 10-63 Amp S/p circuit breakers & 63 Amp non-overload protected earth-leakage;</p> <p>2.5 Supply & installation of a distribution board to house at least five groups:</p> <ul style="list-style-type: none"> • 1 x for the aircons in the Theatre and Surgical rooms • 1 x for the aircons for reception, consultation & rec. rooms, • 1 x for the 3 aircons in office 2, waiting area & store room • 1 x for the wall sockets for the south side (7x) • 1 x for the wall plugs on the north side of the clinic (10x) • 1 x for the geyser. • Mounted 1.80m high, inside protective lockable housing. 			

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 10**

C.3	ELECTRICAL (CTD)			
Does your offer comply with the specifications below, or constitute a deviation from it that is equal or superior? Please provide details per item in last column.		YES	NO	REMARKS
	Description			
C.3.3	<p><u>3 | LIGHT FITTINGS</u></p> <p>3.1_Ceiling mounted Closed Channel Fluorescent Ceiling Light - Silver (36W), e.g. Eurolux C100S. For kitchen, toilet, bath room, surgical and theatre rooms – 7x</p> <p>3.2 Ceiling mounted double open channel V-Shape 1.2 metre florescent lights for all other areas - 2x</p> <p>3.3 Ceiling mounted bowl fittings JD 90 Lights or equivalent in bathroom and toilet - 2x</p> <p>3.4 External bulkheads above both entrances. Including light sensor – 2x</p>			
C.3.4	<p><u>4 | SOCKETS</u></p> <p>4.1 Single and double South-African (3 pin) plug sockets ; Lear or equivalent (16 Amp),</p> <ul style="list-style-type: none"> • 4x4 single (24x).Two to be fitted at 800mm height, 22x at 200mm height. • 4x4 double (2x) All fitted at 200mm height 			
C.3.5	<p><u>5 | LIGHT SWITCHES</u></p> <p>5.1 Single one way light switches (e.g. Lear 10AMP or equivalent): 12x (one for all rooms, plus 2 for the bulkhead lights outside);</p> <p>5.2 Single two-way light switches at entries for the passage and reception area lights (2x).</p>			
C.3.6	<p><u>6 | CERTIFICATE OF COMPLIANCE</u></p> <p>6.1 Issuing of a Certificate of Compliance with test report after testing the installation as per the latest regulations of for all general electrical installations to SANS 10142-1 (2020)</p>			
<p>TOTAL PRICE FOR THE ELECTRICAL ITEMS AS COVERED UNDER C3 ABOVE</p> <p><i>(Bidder may also quote one lump sum for this section (C3) and C2. In that case please indicate "see below" in the C2 price cell</i></p>				R

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 11**

C.4 PLUMBING & DRAINAGE		UNIT	QTY	RATE	AMOUNT
	Description				
C.4.1	1 | WASH BASINS				
	1.1 Wall hung white vitreous china basin 500 x 350mm With overflow hole, Complete with steel mounting brackets and bolts – <i>For toilet and bathroom</i>	No.	2		
	1.2 Stainless steel troughs (700 x 600 x 300mm) with medical elbow action taps (chrome). For consultation, surgical and theatre rooms.	No.	3		
	1.3 Elbow operated chrome taps for bathroom basin and steel troughs.	No.	3		
	1.4 Normal chrome pillar tap for toilet basin.	No.	1		
C.4.2	2 | TOILET BOWL				
	2.1 Vitreous china close-coupled 90° outlet single flush toilet suite – pan & front flush cistern (no seat). White-complete with lid and fitments. Example: Vaal Hibiscus Elite FFCC suite.	No.	2		
C.4.3	3 | BATHROOM FITTINGS & ACCESSORIES				
	3.1 6mm silvered float glass copper backed mirrors with bevelled edges 400 x 400mm. Including wall mounting fittings. – For toilet, bath room, surgical, consultation and theatre room.	No.	5		
	3.2 Stainless steel (min. 1.2mm) wall-mountable soap dispenser, 0.7-1.0L, satin finish, with inspection window, with pull lever for elbow operation. For toilet, bath room, surgical, consultation & theatre room.	No.	5		
	3.3 Stainless steel wall mountable manual paper towel dispenser for rolled hand towels. With cutting mechanism. Must be able to hold rolls of 200mm.	No.	2		
	3.4 Touch free electronic stainless steel warm air hand dryer. For wall mounting. Infrared sensor activity for non-touch operation, adjustable sensor distances, automatic. Max. 1500W.	No.	2		
	3.5 Slimline foot operated sanitary bins 12 – 15L Polypropylene, 140-160mm wide.	No.	2		
	3.6 Toilet roll holder	No.	2		
TOTAL PAGE 11. MOVE TO SUMMARY PAGE >>				R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 12**

C.4	PLUMBING & DRAINAGE (CTD)				
		UNIT	QTY	RATE	AMOUNT
C.4.3	Description				
	<u>3 | BATHROOM FITTINGS & ACCESSORIES (CTD)</u>				
	3.7 Toilet brush & holder	No.	2		
	3.8 Stainless steel straight grab bar 600 x 35mm For toilet.	No.	2		
	3.9 St.steel 32mm Ø dog leg grab rail with center flange.	No.	2		
C.4.4	<u>4 | SHOWER</u>				
	4.1 Shower cubicle With Shower Tray (ABS, Fibreglass), sides (aluminium frame and security glass or polystyrene, stainless steel shower harness, including mixer and rose. Dimensions: 850/900mm x 850/900mm x 1900/2000mm.	Sum	1		
	4.2 Including installation and connection to water main and grey water drain.				
C.4.5	<u>5 | GEYSER</u>				
	5.1 100L Electric vertical high pressure (150 - 250kPa) hot water geyser – 1x				
	5.2 Energy efficiency class A or B. SANS 151 400kPa approved. Element rating: ≤ 2.5kW	No.	1		
	5.3 Including all fittings and pipes. Installation as per SANS 10254: Installation, replacement and repair of hot water system.				
C.4.6	<u>6 | FLOOR DRAINS</u>				
	6.1 Floor drain (Square) - Brass (120/150 x 120/150mm). With drain pipe and connection to grey water collector drain – 6x. For toilet, bathroom, kitchen, surgical room, theatre room, recovery room.	No.	6		
	6.2 Removable water trap. For theatre Room – 1x	No.	1		
C.4.7	<u>7 | KITCHEN SINK</u>				
	7.1 Stainless steel (austenitic, polished) single bowl drop in sink and drainer. Dimensions: 1000mm(L) x 450-500mm (W) x 150-170mm (D). With hot/cold mixing tap (chrome). Including installation and connection to grey waste pipe.	Sum	1		
TOTAL PAGE 12. MOVE TO SUMMARY PAGE >>					R

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 13**

C.4	PLUMBING & DRAINAGE (CTD)				
		UNIT	QTY	RATE	REMARKS
	Description				
	<u>8 | WATER SUPPLY</u>				
C.4.8	8.1 Connection of the clinic to the water mains (polycop pipe, app 50m). 8.2 Installation of a water meter and ball valve in protected steel box under the clinic floor welded onto chassis 8.3 Reticulation inside clinic from mains with copper pipes. 8.4 Pressure testing of the installation (10 bar).	Sum	1		
	<u>9 | DRAINAGE AND SEWERAGE</u>				
C.4.9	9.1 PVC piping 40/50mm for grey water from basins, steel troughs, kitchen, shower, floor drains and water trap directly into the French drain (in case a septic tank is used), or into the 110mm sewer pipe, which in turn will discharge into the main sewer line (if there is one nearby). 9.2 110 mm sewer pipes from both toilets to the septic tank (if one is used), or to the main sewer line. 9.3 Approximate length from toilet and showers to the septic tank: 25-30m	Sum	1		
TOTAL PAGE 13. MOVE TO SUMMARY PAGE >>				R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 14**

C.5	PLUMBING & DRAINAGE –				
		UNIT	QTY	RATE	AMOUNT
	Description				
C.5.1	<u>1 | SEPTIC TANK & DRAIN FIELD (IF APPLICABLE)</u> 1.1 Excavate in all materials ≤ 2m deep and use for Backfill and dispose of excess materials. <i>a) Septic tank excavation:</i> 2.5m x 2.0m(w) x 2.0m(d) = 10.0m ³ <i>b) Trenches sewer lines between building & septic tank:</i> 20m x 400mm x 600mm = 4.8m ³ See Drawing STO/RDN/2020/042	m ³	14.8	R	R
	1.2 Prefabricated plastic ribbed horizontal septic tank 2500 - 3000L. Including fittings, installation.	Sum	1	R	R
	1.3 Mass concrete - 20 MPa foundation slab 2.50m x 2.00m x 125mm with Ref 395 for septic tank.	m ³	0.7	R	R
	1.4 Two way distribution box with two 110mm dirty water gate valves enabling the distribution of the waste over both sides of the drain field.	Sum	1	R	R
C.5.2.	<u>2 | FRENCH DRAIN FOR SEPTIC TANK</u> Installation of a septic drain field/leach field with dispersal drains in the form of perforated pipes enveloped in gravel. <u>Specifications:</u> <ul style="list-style-type: none"> • Two lines of drain pipes 2.5m apart. • Total length of field piping: ±40m, incl. footer pipe • Pipe laid with perforations facing downwards • Slope: app. 1.5-2.0% • 110mm pipes laid on 300mm of 30-50mm aggregate (8m³) and enveloped in 150mm of 9mm stone (6m³) up to 50mm above the pipe. • Trenches 600mm wide • Top of 19mm stone filter to be covered with geotextile (50m²). • Trench to be closed with 150-200mm of soil. • Price to include pipes, geotextile, stone and fittings. See Drawing 5: DRA/RDN/2021/070. 	Sum	1	R	R
TOTAL PAGE 14. MOVE TO SUMMARY PAGE >>				R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 15**

C.6	VERANDAH				
		UNIT	QTY	RATE	AMOUNT
	Description				
C.6.1	<u>1 | RAMP</u>				
	1.1 Galvanised steel frame bolted onto the chassis.				
	1.2 Ribbed balau deck planks (1200 x 90 x 20mm) bolted (sunk) onto steel frame. With side kerbs to prevent rolling off. Planks 5mm apart.	Sum	1	R	R
	1.3 Length of ramp: 2.5m. Width: 1.20m height: 450mm.				
	<u>2 | STAIRS</u>				
	2.1 Two sets of stairs with three steps to be bolted onto ramp frame. For front and back entrances.				
	2.2 Steps to be made of ribbed balau 1000 x 300 x 30mm. Countersunk into steel joists.	Sum	1	R	R
	2.3 Stairs to be equipped with guardrails made of galvanized round tubing (40mm x 2.0mm). Guardrail posts to be anchored in concrete slabs at both entrances.				
	<u>3 | AWNINGS</u>				
	3.1 Two awnings, above front and back entrances. Dimensions: 4.00m x 2.00m (front) and 3.50m x 1.50m (back). Awning slope: 15-20 degrees.				
	3.2 To be made of IBR profiled zincalume or chromadek roof sheets. Minimum gauge: 0.56mm				
	3.3 Roof sheets to be fastened onto C-channels (80 x 40 x 15 x 2.0mm)	Sum	1	R	R
	3.4 C-channels to be fastened on HDG square tubing frame.				
	3.5 Seamless aluminium gutters and 2x1 downpipe for the verandah roofs				
	<u>4 | TECHNICAL DRAWINGS</u>				
	4.1 Submit technical drawings with design for ramp, stairs and awnings. Drawings to be approved by Engineer.	Sum	1	R	R
TOTAL PAGE 15. MOVE TO SUMMARY PAGE >>					R

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 16**

D.1	FURNITURE				
		UNIT	QTY	RATE	AMOUNT
	Description				
D.1.1	1 | KITCHEN CUPBOARDS (MDF) 1.1 Kitchen cupboard with one shelf. To fit drop in sink. Dimensions (App) 1100 x 550/600 x 800/900mm Made of 18mm melamine faced High Moisture Resistant Medium Density Fibreboard (MDF). All exposed edges to be arrised during construction. With 6mm "Masonite" backing. With 3 solid wooden doors.	Sum	1	R	R
	1.2 Floor unit 1100mm (L) x 900 (H) x 600 (d). With two drawers on rails. Made of 18mm melamine faced High Moisture Resistant Medium Density Fibreboard (MDF). All exposed edges to be arrised during construction. With 6mm "Masonite" backing. With 3 solid wooden doors.	Sum	1	R	R
	1.3 Hanging cupboard 1100 x 600(h) x 450 (d) Made of 18mm melamine faced High Moisture Resistant Medium Density Fibreboard (MDF). All exposed edges to be arrised during construction. With 6mm "Masonite" backing. With 3 solid wooden doors and two partitions. Hung at 1400mm height. For kitchen.	Sum	1	R	R
	1.4 Black Formica covered MDF kitchen counter top 40mm thick. Dimensions: 1650/1750 x 550/600mm	Sum	1	R	R
D.1.2	2 | STEEL CABINETS, CUPBOARDS & SHELVING 2.1 Lockable 4 drawer steel filing cabinet with security bar Mild steel, 0.6mm gauge (min), powder coated Colour: beige/ivory (outside) and brown (drawers) Dimensions: 1300/1500 (h) x 450/500 (w) x 600/650 (d)	No.	5	R	R
	2.2 Bolting through the wall of two of the steel cabinets with at least 4 bolts with washers and anti-theft nuts per cabinet.	Sum	1	R	R
	2.3 Stainless steel drawers cabinet with work surface on top. Four drawers on rails 1000 (l) x 1000 (h) x 450 (d)	No.	2	R	R
	2.4 Lockable Heavy duty Stationery Steel Cupboards 1800mm(H) x 900mm(W) x 450mm(D) with 4 adjustable shelves. Ivory/Sand and Brown.	No.	2	R	R
TOTAL PAGE 16. MOVE TO SUMMARY PAGE >>				R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 17**

D.1	FURNITURE (CTD)				
		UNIT	QTY	RATE	AMOUNT
	Description				
D.1.2	2 | STEEL CABINETS, CUPBOARDS & SHELVING (CTD)				
	2.5 5 OR 6 level steel bolted shelving bay with back & side panels powder-coated. Dimensions: 2000/2150 mm (H) x 900/1000 mm (L)x 300/400mm (W)	No.	3	R	R
	2.6 5 OR 6 level steel bolted shelving bay without back & side panels powder-coated. Dimensions: 1800/2000mm(H) x 900/1000 mm (L)x 300/400mm(W)	No.	3	R	R
	2.7 Digital alarmed Safety Box with integrated tamper alarm and mechanical override lock (with keys).To be mounted on the floor with double locking bolts. With removable shelf and soft inside lining and including mounting fixings. Time lock after 3 incorrect attempts. Dimensions (ext): 380-450mm (h) x 350-450mm (w) x 350-400mm (d). Include installation as per the suppliers instructions. e.g. Yale alarmed Large Safety Box.	No.	1	R	R
D.1.3	3 | TABLES & DESKS & CHAIRS				
	3.1 Veterinary examination table fixed onto floor Flat tabletop (1400/1500(l) x 500/650 (w) x 850/900mm) made of stainless steel AISI 304.	No.	2	R	R
	3.2 Veterinary examination table (height adjustable) Flat tabletop (1400/1500 (l) x 500/650 (w) x 850/900mm) made of stainless steel AISI 304.	No.	1	R	R
	3.3 Table for reception area.. 25-30mm thick double sided melamine table top (oak) on steel frame. Frame – 32-40mm round or square tube, 1.6mm (min) wall thickness. With screw type adjustable ferrules. Dimensions: 1350-1500mm (l) 675-750mm (w) 700-750mm (h)	No.	1	R	R
	3.4 Desk for reception area, consultation room and office 30mm thick formica (oak pattern) covered MDF blade on steel square powder coated tubing frame (32-40mm x 1.6mm)with screw type adjustable ferrules.With leg board.	No.	3	R	R
	3.5 Roller door MDF melamine (oak) credenza 900 x 600mm of the same height as the table. With shelf. Lockable,	No.	2	R	R
	3.6 Gas-Height adjustable lab stool with footrest, back support, swivel and height adjustable). With hip support.	No.	2	R	R
TOTAL PAGE 17. MOVE TO SUMMARY PAGE >>				R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 18**

D.1	FURNITURE (CTD)				
		UNIT	QTY	RATE	AMOUNT
	Description				
D.1.3	3 | TABLES & DESKS & CHAIRS (CTD)				
	3.6 Desk chair on wheels. With arm rests. Medium or high back Chair w/swivel & Tilt Mechanism- Nylon Base, fabric seat	No.	3	R	R
	3.7 Rick stacker side/office chairs without arms. Square tubing frame, powder coated, chip foam seat and medium density foam back. Black.	No.	6	R	R
	3.8 Four Seater Airport/Waiting area Chair bench with arm rests – Flash Silver Colour. HD Steel Cross Beam. Arms, legs and edges to be heavy duty steel tubing – chrome plated. Seats aluminum powder coated or with chrome finish. Dimensions: 2200/2500 (l) x 600/700 (w) x 750/900 (h) mm	No.	1	R	R
	3.9 Two - seater Airport/Waiting area Chair bench with arm rests – Flash Silver Colour. HD Steel Cross Beam. Arms, legs and edges to be heavy duty steel tubing – chrome plated. Seats to be aluminum powder coated or with chrome finish. Dimensions: 1750/1900 (l) x 600/700 (w) x 750/900 (h) mm	No.	1	R	R
D.1.4	4 | DOG CAGES				
	4.1 Custom built large sized double veterinary vehicle dog crate. Heavy duty. 25x25mm HDG square tubing frames, 1mm galvanized plate floors on very strong square tubing supports, 0.8mm galvanized plate for the rest of the cage. 50 x 50 - 3.5mm weld mesh. Heavy duty latches and stainless steel hinges. For 2 dogs. Dimensions: 1000 x 1000 x 600mm (2 compartments).	No.	2	R	R
	4.2 As 4.1, but 1 compartment of 600(l) x 1200(d) x 800mm(h) Large.	No.	2	R	R
	4.3 As 4.1, but 800mm (l) x 800mm (w) x 800mm (h) 2 compartments (medium size).	No.	2	R	R
TOTAL PAGE 18. MOVE TO SUMMARY PAGE >>				R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 19**

E1	HOUSEHOLD APPLIANCES & EQUIPMENT				
		UNIT	QTY	RATE	AMOUNT
	Description				
	<u>1 | FRIDGE</u> 1.1 225 – 275 liter upright fridge. “frost free”, with bottom freezer and safety glass shelves, LED Illumination, antibacterial door seal, reversible doors. Dimensions (H x W x D) 1700/1800 x 540/600 x 550/600 mm. A+ Energy efficiency. At least 2-year warranty.	No.	2	R	R
E.1.1	<u>2 MICRO WAVE</u> 2.1 Microwave oven with grill – 30-40L. Power: 1500 W. E.g. DEFY DMO343 (34L)	No.	1	R	R
	<u>3 | KETTLE</u> 3.1 Cordless stainless steel kettle 1.7L With water level indicator, On/Off power switch with indicator light, concealed heating element. With lid release button for single-handed use.	No.	1	R	R
E.1.2	<u>4 | WASTE BINS</u> 4.1 Stainless steel pedal operated waste bins (30L) for veterinary use.	No.	4	R	R
	<u>5 | FIRE EXTINGUISHERS</u> 5.1 Supply and installation on a bracket of a 4.5kg DCP fire extinguisher at the staff entrance.	No.	1	R	R
E.1.3	5.2 Supply and installation on a bracket of a 9kg CO ₂ fire extinguisher in the reception area.	No.	1	R	R
	5.3 Supply & Installation of official signage to be attached above and around the extinguishers.	Sum	1	R	R
TOTAL PAGE 19. MOVE TO SUMMARY PAGE >>					R

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 20**

F1	COVERED WAITING/ PARKING AREA				
		UNIT	QTY	RATE	AMOUNT
	Description				
F.1.1	<p><u>1 | ERECTION OF A SHADE STRUCTURE</u></p> <p><u>1.2 General description of the cover:</u></p> <ul style="list-style-type: none"> • Dimensions 7.50m x 5.00m x 2.30m (apex: 3.20m) • Four corner posts • 3.00m HDG posts (90mm X 2.5mm) in • 20MPa/19mm concrete footing 500 x 500 x 800mm. Posts to be placed 700mm below ground level inside concrete footing. • Two connector tubings of 7.50m long and two of 5.00m long. <p>1.3 Centre of the roof to be 900mm higher than the horizontal tubing. Roof pitch: 13.5 degrees.</p> <p>1.4 Shade cloth to be HDPE 80% silver with stabilizers. 1 roll of 25m x 3.00m length.</p> <p>1.5 See Drawing NUR/RDN/2021/071</p>	Sum	1	R	R
TOTAL PAGE 20. MOVE TO SUMMARY PAGE >> R					

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 21**

F2	SECURITY FENCE				
		UNIT	QTY	RATE	AMOUNT
	Description				
	<u>1 | ERECTION OF A SECURITY FENCE</u> 1) <u>Type of fencing:</u> > 2.3m high security fence with > steel posts every 5m and > 3.00mm high fencing standards in between > curtain: 1.80m weldmesh (50 x 100mm), with > 3 strands of barbed wire on top and > 500mm flat wrap razor coils mounted on the barbed wire 2) Length of fencing perimeter: 2x25m + 2 x 20m = 90m 3) All steel posts in 300 x 300 x 700mm 15 MPa/19mm concrete footing 4) All corner posts and gate posts braced 5) Five lines of straining wire at 50 – 400 – 800 -1250 – 1800mm height. 6) Curtain to be bound to steel posts at same heights as straining wire. 7) Gates: 2 leaves of 2.0m x 1.80m (h), with 500mm extensions for the barbed wire and coils. Leaves to be closed with 50x50x2.0mm of weld mesh. With drop bolts in concrete	Sum	1	R	R
F.2.1	HDG posts 3.00m x 76mm x 2.0mm. With steel caps.	No.	21		
F.2.2	HDG bracing for corner & gate posts 2.00m x 32mm x 1.6mm	No.	10		
F.2.3	Flat wrap razor coils (500mm)	No.	6		
F.2.4	HDG weldmesh 1.80m x 50 x 100 x 2.0mm	m	100		
F.2.5	HDG Double stranded barbed wire.	m	300		
F.2.6	4.0mm galvanized straining wire	m	500		
F.2.7	2.0mm galv. binding wire	m	50		
F.2.8	HDG Gates 2.00m x 1.80m with 40mm x 2.0mm leaf frames and 32mm x 1.6mm diagonal braces. With drop bolts	No.	2		
F.2.9	15 MPa/19mm concrete	m ³	1.5		
F.2.10	Chain + padlock (YALE or UNION or ABUS)	Sum	1		
TOTAL PAGE 21. MOVE TO SUMMARY PAGE >>				R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 22**

G1 SITING, DRILLING, TESTING & EQUIPPING OF A BOREHOLE ¹					
¹ Geohydrological services are to conform to the standards detailed in the "Criteria for Ground-water Development for the Community Water Supply and Sanitation Programme" by the Department of Water Affairs and Forestry 1996. See also Annexure E: Technical Specifications For The Siting, Drilling, Testing And Equipping Of Boreholes ¹ ² Whether or not a borehole will be required will be explained at the site briefing.		UNIT	QTY	RATE	AMOUNT
	Description				
A | GEOHYDROLOGICAL SERVICES					
F.1.1	PRE-FEASIBILITY STUDY	Sum	1		
F.1.2	HYDROCENSUS				
	a) Initiation, desktop collection and verification of data and map generation	Sum	1		
	b) Field verification and data collection	Sum	1		
F.1.3	BOREHOLE SITING (WITHIN 500M FROM THE CLINIC) To include travel, accommodation, travel time and all related disbursements.				
	Production application: the actual in-field siting (+ pegging) of at least 2 potential locations	Sum	1		
F.1.4	REPORTING				
	Inclusive of professional time and all associated disbursements	Sum	1		
B | DRILLING OF A BOREHOLE					
F.1.5	ESTABLISHMENT				
	Initial establishment cost at site for drilling	Sum	1		
	Set-up at site a) Percussion	Sum	1		
F.1.6	DRILLING OF BOREHOLES <i>All items to include travel, accommodation, travel time and all related disbursements.</i>				
	For borehole diameter of 165mm				
	Air Percussion Drilling				
	a) Drilling Depth Range : 0 - 120m	m	120		
F.1.7	b) Mild Steel 3- 4mm wall thickness	m	48		
F.1.8	c) Development (Air Flush)	hr	1		
C | TEST PUMPING					
F.1.9	ESTABLISHMENT AND SET-UP PUMP TESTING	Sum	1		
	Pump Test				
F.1.10	To include slug test, variable discharge (4hr), constant discharge, recovery monitoring (1hr)	Sum	1		
TOTAL PAGE 22. MOVE TO SUMMARY PAGE >>					R

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 23**

F1	SITING, DRILLING, TESTING & EQUIPPING OF A BOREHOLE (CTD)				
		UNIT	QTY	RATE	AMOUNT
	Description				
	C | TEST PUMPING (CTD)				
F.1.11	Borehole Disinfection - Granular chlorine (HTH or eq.	Sum	1		
F.1.12	Borehole capping	Sum	1		
F.1.13	Data Recording – (hard copy field sheet & digital excel	Sum	1		
F.1.14	Water level monitoring at observation borehole	Sum	1		
F.1.15	Collection of water sample (cold storage and delivery to the laboratory)	Sum	1		
F.1.16	SABS 241 Short borehole water quality analysis at accredited laboratory	=====	=====		RATE ONLY
	D | EQUIPPING¹				
F.1.17	Establishment, Set-up and Equipping(labour)	Sum	1		
F.1.18	Disinfection of borehole	Sum	1		
F.1.19	Trenching ²	m	230		
F.1.20	SVM 3019 Pump & 1.1kw Franklin Motor.	No.	1		
F.1.21	Franklin Control Box Std 1.1kw.	No.	1		
F.1.22	110 mm uPVC class 15 pipe for lining	m	30		
F.1.23	Piping 32mm Class 10 HDPE (SABS approved) ²	m	300		
F.1.24	Fittings (Termination kit, safety rope, compression fittings, external fittings, tank fittings)	No.	1		
F.1.25	Cable 4mm (4 core) ²	m	100		
F.1.26	Petrol Generator (5.5kVa) Mounted on wheelbarrow	No.	1		
F.1.27	Galvanized tank Stand (3m High)	No.	2		
F.1.28	Jojo Tank 5000L	No.	2		
F.1.29	Protective Pump House (Concrete ring with lockable lid)	No.	1		
F.1.30	Tap stand in Concrete block(1.5m x 1m x 200mm (20	No.	1		
F.1.31	Drinking trough (500L side by side). Secured to the ground with 50mm X 50mm X 2mm galvanised frame. Frame to be secured in the ground with concrete footings.	No.	2		
F.1.32	Commissioning of borehole. On site for snags	No.	1		
	<i>1 All items to include installation, travel, accommodation, travel time and all related disbursements 2 These are estimate. SP will be paid actual required lengths</i>				
TOTAL PAGE 23. MOVE TO SUMMARY PAGE >>				R	

**PRICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS AT MAPHUMULO – PAGE 24**

SUMMARY OF SECTIONS

BOQ PAGE NO.	DESCRIPTION	AMOUNT
	SECTION A - PRELIMINARY & GENERAL	
1	FIXED CHARGE ITEMS	R
2	TIME RELATED ITEMS	R
3	SUMS STATED PROVISIONALLY BY THE ENGINEER	R
	SECTION B – EARTHWORKS & CONCRETE	
4	EARTHWORKS / CONCRETE WORKS	R
	SECTION C2: DETAILED SPECIFICATIONS STANDARD ITEMS	R
8	DETAILED SPECIFICATIONS ITEMS 1-13	R
	SECTION C3 - ELECTRICAL	
10	ELECTRICAL	R
	SECTION C4 – PLUMBING & DRAINAGE	
11	BASINS, BOWL, BATHROOM FITTINGS	R
12	BATHROOM FITTINGS, SHOWER, GEYSER, FLOOR DRAIN, SINK	R
13	WATER SUPPLY, DRAINAGE & SEWERAGE	R
	SECTION C5 - PLUMBING & DRAINAGE - OPTIONAL	
14	SEPTIC TANK & DRAIN FIELD	R
	SECTION C6 - VERANDAH	
15	RAMP, STAIRS, AWNINGS, TECHNICAL DRAWINGS	R
	SECTION D1 - FURNITURE	R
16	CUPBOARDS, STEEL CABINETS, SHELVING	R
17	SHELVING, DESKS, TABLES, CHAIRS	R
18	CHAIRS, DOG CAGES	R
	SECTION E1 - HOUSEHOLD APPLIANCES & EQUIPMENT	
19	FRIDGE, MICRO WAVE, KETTLE, WASTE BIN FIRE EXT.	
	SECTION F1 - COVERED PARKING/WAITING AREA	
20	ERECTION OF A SHADE STRUCTURE	
	SECTION F2 - SECURITY FENCE	
21	ERECTION OF A SECURITY FENCE	
	G1 SITING, DRILLING, TESTING & EQUIPPING OF BOREHOLE	
22	GEOHYDROLOGICAL SERVICES, DRILLING, TEST PUMPING	
23	TEST PUMPING, EQUIPPING	
	SUBTOTAL	R
	CONTINGENCIES 10%	R
	SUBTOTAL	R
	VAT 15%	R
	TOTAL	R

ANNEXURE B

ADDITIONAL INFORMATION

Please indicate your experience and expertise by completing the table.

No	Name of project + Period	Project description & Value	Name and contact number of referee
1			
2			
3			
4			
5			

ANNEXURE C
SUBCONTRACTORS

Please list which parts of the works will be sub-contracted.

NO.	ASSOCIATED WORKS	SUB-CONTRACTED? YES/NO	NAME & CONTACT DETAILS OF SPECIALIST SUPPLIER
1	SUPPLY & INSTALLATION OF MODULAR CLINIC PROPER *		
2	BOREHOLE SITING *		
3	BOREHOLE DRILLING *		
4	BOREHOLE TESTING/WATER SAMPLING *		
5	BOREHOLE EQUIPPING *		
6	ELECTRICAL WORKS *		
6	CONSTRUCTION OF SHADE CLOTH CARPORT		
7	SUPPLY & INSTALLATION OF SEPTIC TANK		
8	FENCING		
	OTHER (PLEASE SPECIFY)		
9		YES	
10		YES	
* For works marked with an * the subcontracting is mandatory if the service provider is not a specialist in this field.			

ANNEXURE D | TECHNICAL SPECIFICATIONS FOR THE SITING, DRILLING, TESTING AND EQUIPPING OF BOREHOLES – PAGE 1

			DESCRIPTION
1			To Facilitate the Drilling and Equipping of one or more boreholes at the site(s) listed under Section A (Terms of Reference) clauses 4.1 & 4.2. <i>Geohydrological services are to conform to the standards detailed in the “Criteria for Ground-water Development for the Community Water Supply and Sanitation Programme” by the Department of Water Affairs and Forestry 1996. The consultant / organization must be recognized for their proficiency in hydro-geological services.</i>
	1.1		GEOHYDROLOGICAL DESKTOP STUDY, PHYSICAL SURVEY (INSTRUMENTS) AND SITING OF BOREHOLE
		1.1.1	Groundwater probability assessment The co-ordinates of the borehole must be plotted on GIS map coverage and assessed for the probability of ground water.
		1.1.2	Site Assessment The physical site must be surveyed with a Magnetometer or equivalent Geo-hydrological survey equipment
		1.1.3	Study and interpretation of published geological & hydro-geological maps
		1.1.4	Study and interpretation of available remotely-sensed information (aerial photography, ortho photos and / or satellite imagery)
		1.1.5	Interrogation of existing databases - National Groundwater Archive (NGA) and the Groundwater Resource Information Project (GRIP)
		1.1.6	The siting of a potential ground-water borehole position must be pre-ceded by the pre-feasibility and / or hydro-census study to maximise the success rate within the most cost effective and productive manner. Every effort must be made to identify targets offering the greatest potential success in terms of yield and locality.
		1.1.7	Siting is to be conducted utilizing at least one geophysical technique (preferably two) by a hydro-geological consultant / team. Geophysical techniques include but are not limited to: <ul style="list-style-type: none"> - Magnetic surveys - Frequency domain electromagnetic surveys - Gravimetric surveys - Electrical resistivity surveys - Seismic refraction surveys
		1.1.8	More than one potential position is required per project, based on whether or not the geophysical results show good potential for ground-water. The minimum requirements are as follows:
		1.1.9	Production application: a minimum of two (2) potential positions (pegs) required per project.

ANNEXURE D | TECHNICAL SPECIFICATIONS FOR THE SITING, DRILLING, TESTING AND EQUIPPING OF BOREHOLES – PAGE 2

	1.2		DRILLING								
		1.2.1	<p>The appropriate drilling must be done according to the ground conditions and to the appropriate depth based on the above results.</p> <table border="0"> <tr> <td>Drilling method</td> <td>Geological formation for drilling method used</td> </tr> <tr> <td>Rotary air percussion</td> <td>All consolidated rock formations (with limited overburden)</td> </tr> <tr> <td>ODEX / Symetrix</td> <td>In all formation</td> </tr> <tr> <td>Rotary mud flush</td> <td>In extensive unconsolidated soil formation</td> </tr> </table>	Drilling method	Geological formation for drilling method used	Rotary air percussion	All consolidated rock formations (with limited overburden)	ODEX / Symetrix	In all formation	Rotary mud flush	In extensive unconsolidated soil formation
Drilling method	Geological formation for drilling method used										
Rotary air percussion	All consolidated rock formations (with limited overburden)										
ODEX / Symetrix	In all formation										
Rotary mud flush	In extensive unconsolidated soil formation										
		1.2.2	<p>The drilling contractor will function under the direct supervision of the hydro-geological consultant (unless otherwise specified). The hydro-geological consultant will be responsible for the adequate instruction and on site supervision of the borehole construction for all aspects of that construction, inclusive of technical and management aspects. The hydro-geological consultant will be required to verify and document the construction parameters of the borehole as well as to log the geological formation encountered in that borehole.</p>								

	1.3		PUMP TEST AND LABORATORY WATER SAMPLING
		1.3.1	<p>The test pumping contractor will function under the direct supervision of the hydro-geological consultant (unless otherwise specified). The hydro-geological consultant will be responsible for the adequate instruction and <u>on site</u> supervision of the testing of the borehole and for all aspects of the testing of that borehole, inclusive of technical and management aspects. The hydro-geological consultant will be required to verify, document and interpret test results and make pump and pumping recommendations.</p>
		1.3.2	<p>Payment shall be made according to the type of test performed and per borehole tested.</p>
		1.3.3	<p>Test pumping will typically be one of the following:</p> <ul style="list-style-type: none"> • Step tests and associated recovery • Step test, 24 hour constant discharge and associated recovery • Calibration test, Step tests and associated recovery • Calibration test, Step test, 24 hour constant discharge and associated recovery • Comprehensive water sampling test ie. Bacteria, salinity etc.

ANNEXURE D | TECHNICAL SPECIFICATIONS FOR THE SITING, DRILLING, TESTING AND EQUIPPING OF BOREHOLES – PAGE 3

	1.4		EQUIPPING OF BOREHOLES
		1.4.1	The hydro-geological consultant will be required to verify, document and interpret test results and make pump and pumping recommendations. The borehole will be equipped with the recommended submersible pump powered by the recommended power supply ie. Generator
		1.4.2	Supply & installation of a quality SABS approved pump carrying a minimum of a 12 month quality guarantee, e.g..SVM Franklin Pump and Motor 1.1Kw (or equivalent to be discussed with Engineer before installation)
		1.4.3	Supply of Generator – 6.5 kVA with combination battery powered and pull start.
		1.4.4	Supply & installation of 3m high Galavanised Tank Stand secured with 20MPa concrete footings (600mm x 600mm x 600mm).
		1.4.5	Supply & installation of 5000L Jojo tank braced with 4mm wire ties to tank stand
		1.4.6	Supply & installation of 2 x 500L Jojo drinking troughs secured to the ground with 50mm x 50mm x 2mm galvanised frame. Frame to be secured in the ground with concrete footings.
		1.4.7	Supply & installation of tap stand with stand encased in concrete and pvc piping, secured to concrete block 1.2m X 1m X 200mm
		1.4.8	Fittings – control valves must be visited on both independent supply lines from the Jojo tank to the drinking troughs and the tap. The drinking troughs are to be further fitted with control valves before the float valve.
		1.4.9	The ring or lid to be fitted with ease of use lockable box which houses plug lead to prevent the continuous opening and closing of the lid.
		1.4.10	Concrete slab is to be 15Mpa (1.2m x 1m x 200mm). The slab is to be recessed 50mm below natural ground level.
		1.4.11	Supply (rising main) and delivery lines is to be 32mm HDPE class 10 (SABS approved), 100m supply from borehole and 200m delivery to water points.

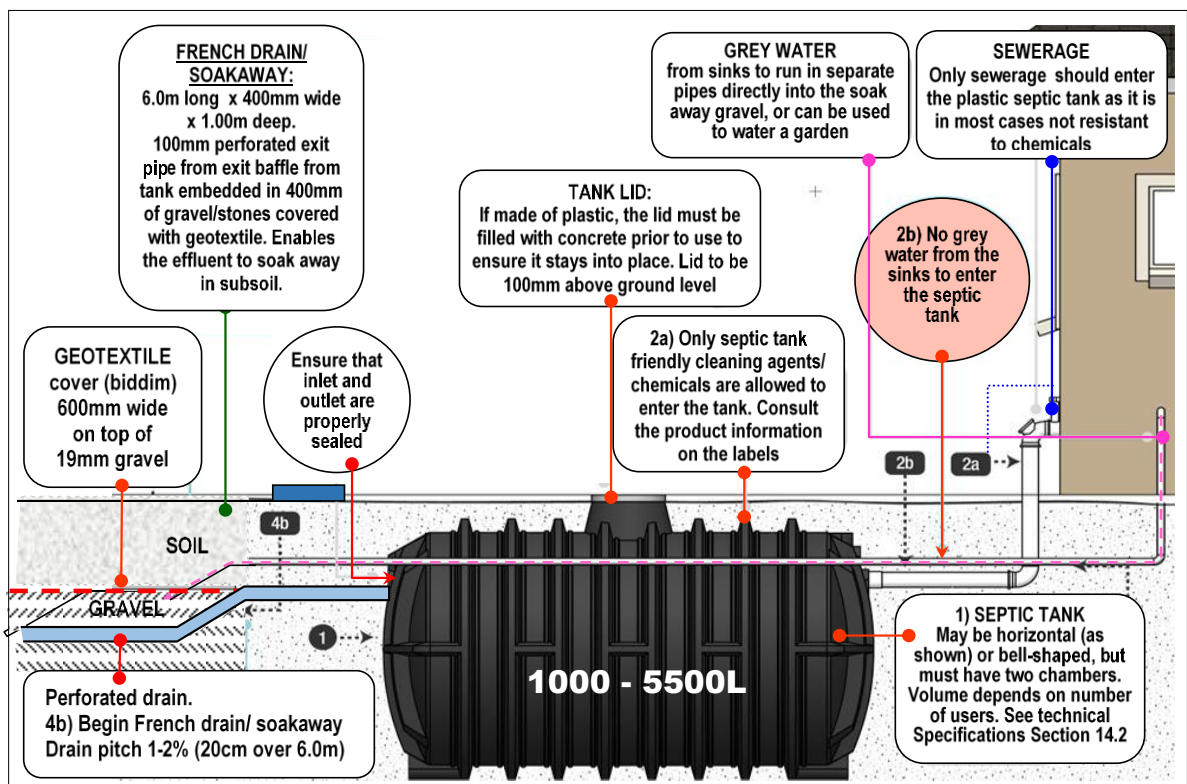
	1.5		TESTING AND COMMISSIONING OF BOREHOLES.
		1.5.1	The pump will be secured in a concrete ring. Galvanised lockable lid to be used to secure control box and pump. (Alternative to be discussed with Engineer prior to any installations).

ANNEXURE E STANDARD SPECIFICATIONS FOR SEPTIC TANK & FRENCH DRAIN

(1)

1. The use of a sink requires the connection of the shed to a waste & grey water collection/ processing facility. This could be an existing municipal sewer system or, in the absence thereof, a septic tank with French drain. In both cases the contractor is responsible for the installations and connections. **In the case of a septic tank a professional plumber should do the installation.**
2. It should have two compartments/chambers each with an inspection hole of at least 350mm diameter. If a plastic tank is installed, the plastic hollow lid should be filled with concrete. The inspection hole should be at least 100mm above the ground.

Diagram 1: Septic tank installation



3. The exit pipe should be a perforated sewer pipe of 100-110mm diameter with holes or slits for the effluent to exit.
4. 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 300mm deep that should be covered with geo- textile fabric and, on top of that, soil.
5. 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.

ANNEXURE E STANDARD SPECIFICATIONS FOR SEPTIC TANK & FRENCH DRAIN
(2)

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

1. 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.
2. 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.
3. 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.
4. See Drawing 5 (DRA/RDN/2021/070) for the detail for this particular installation for the clinic

PART D

BID DISQUALIFYING FACTORS

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

- (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 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) An EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);
- (iii) Minimum CIDB grading 3GB/ CE

3. 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

4. 1. Compulsory administrative compliance requirements that must be submitted with the bid:

4.1.1 Bids must meet the **Special Terms and Conditions** in all aspects as stipulated in the bid document.

4.1.2 Annexure A (Bidders past experience) must be completed and signed by the bidder.

4.1.3 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, where applicable, as per SBD 11

4.2. Correctness of information as per SBD 3:

4.2.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures.

4.2.2 Use of correction fluid is prohibited.

4.2.3 Any alterations must be initialed.

4.2.4 Under no circumstances may bid forms be retyped or redrafted.

4.3 Central Suppliers Database registration number

5. Functionality

- 5.1 Proof of experience in contracts of similar nature;
- 5.2 Documentary of proof of credit facility with manufacturer and /or Registered Financial Institution or evidence of access to any legal funding instrument;
- 5.3 Transportation facility Delivery Vehicle (LDV) / Truck
- 5.4 Proof of physical address

6. Price and BBBEE

Bidder/s who had attained the minimum passing score of seventy-five (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 three (3) months.

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

7.FUNCTIONALITY EVALUATION

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

7.2 All service providers who score less than minimum functionality score of 70 points shall be eliminated from further evaluation

7.3 The evaluation criteria are as in Table 2 below overleaf.

Table 2

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence
Experience	A maximum of Six (6) reference letters specifically supply and delivery of Modular Buildings Each completion certificate will be allocated 5 points to maximum of 30 points.	30	Completion certificates (not orders) in support of Annexure A
Financial Capacity	Total Credit Facility (with financial institution and/or manufacturer of Modular Buildings requirements) R 500,000 - ≤ R 750,000 = 10 points R 750,000 - ≤1.0m = 15 points Above R1 million = 20 points	20	Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument (e.g. Letter of intent)
Transportation Facility	Delivery Vehicle (LDV) / Truck	20	Letter of commitment from fleet company Or Confirmation from producer that delivery shall also be undertaken Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)
Locality	Proof of Physical address Office of Bidder outside borders of KZN 15 pts Office of Bidder within borders of KZN = 30 pts	30	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address
	TOTAL	100	
	<i>Minimum Functionality Threshold:</i>	<i>70</i>	

ANNEXURE A

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

	Client Name	Nature of Service	Contract Value (R'000)	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Signed on behalf of bidder:	Date:
-----------------------------	-------