



## KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200

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

Tel: 033 355 9100

### Invitation to Tender – DARD 17/2024

#### KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **Appointment of an Electrician (CIDB 4EB) to Facilitate the Maintenance and Repair for Routine Analytical Laboratories, Research, Colleges and Other Offices for the Period of Three (3) Years**

#### 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.
- (v) The department publishes all awards on departmental website, thereafter, publishes the award on e-tender portal after receiving an acceptance from the successful bidder. However, due to inability of the e-tender portal to advertise the awards of panels, the department advertises all panel awards on the departmental website.

#### 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](mailto:Nompumelelo.Dladla@kzndard.gov.za) and

**Technical:** Dr S. Bezuidenhout Tel. 033 355 9408/079 495 1894 or [Suzette.Bezuidenhout@kzndard.gov.za](mailto:Suzette.Bezuidenhout@kzndard.gov.za)

**The closing date and time for receipt of Tenders is 18 November 2024 at 11h00.** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

**NB.** Tender documents must be deposited at: **Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box**

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DARD 17/2024	CLOSING DATE:	18/11/2024	CLOSING TIME:	11h00
DESCRIPTION	Appointment of an Electrician (CIDB 4EB) to Facilitate the Maintenance and Repair for Routine Analytical Laboratories, Research, Colleges and Other Offices for the Period of Three (3) Years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nompumelelo Dladla		CONTACT PERSON	Dr S. Bezuidenhout	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	033 355 9408/079 495 1894	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS	Suzette.Bezuidenhout@kzndard.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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](http://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:** .....

**PART C**

**PRICING SCHEDULE**  
(Goods/Service/Work)

NAME OF BIDDER: .....

CLOSING TIME: **11h00**

CLOSING DATE: **18/11/2024**

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 17/2024	Appointment of an Electrician ( <b><u>CIDB 4 EB</u></b> ) to Facilitate the Maintenance and Repair for Routine Analytical Laboratories, Research, Colleges and Other Offices for the Period of Three (3) Years	

**Amount in Words:**

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

Official Company Stamp

\_\_\_\_\_  
**Signature**



## SECTION D

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				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

- 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 applic

**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.....  Closing Time 11:00	Bid number.....  Closing date.....
---	--

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

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

- Required by:.....

- At:.....

- Brand and model:.....

- Country of origin:.....

- Does the offer comply with the specification(s)?

\*YES/NO

- If not to specification, indicate deviation(s)

.....

- Period required for delivery:.....

- Delivery:

\*Firm/not firm

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

\*Delete if not applicable

## PRICE ADJUSTMENTS

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

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

Where:

Pa = The new escalated price to be calculated.  
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

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

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

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

**PRICING SCHEDULE**  
(Professional Services)

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

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

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

- The accompanying information must be used for the formulation of proposals
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

- PERSON AND POSITION

HOURLY RATE

DAILY RATE

R.....

R.....

R.....

R.....

R.....

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

R.....

..... days

R.....

..... days

R.....

..... days

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

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

TOTAL: R.....

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

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

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

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

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

\*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 D

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

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



## SECTION E

### SBD 6.1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20      or      90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20      or      90/10**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE entity which is 100 % Black owned	20	
<b>TOTAL</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:**

.....  
**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,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

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

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	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (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: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Stamp</b>
--------------

\_\_\_\_\_  
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	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (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: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Stamp</b>

\_\_\_\_\_  
**Signature of Commissioner of Oaths**



## CONTRACT FORM – GOODS/WORKS

**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:
  - (i) 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;
  - (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 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 – GOODS/WORKS

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## **SECTION G**

### **GENERAL CONDITIONS OF CONTRACT**

#### **i. 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.

**ii. 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.

**iii. General**

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

**iv. Standards**

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

**v. Use of contract documents and information; inspection.**

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

**vi. 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**

- 1.1 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.
- 1.2 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.
- 1.3 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
- 1.4 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.

## **2. Inspections, tests and analyses**

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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**

- a. 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.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **2. Delivery and documents**

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

## **3. Insurance**

- a. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **4. Transportation**

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

## **5. Incidental Services**

- a. 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.
- b. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **6. Spare parts**

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

## **7. Warranty**

- a. 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.
- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.
- e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such

remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**8. Payment**

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

**9. Prices**

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

**10. Contract amendments**

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

**11. Assignment**

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

**12. Subcontracts**

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

**13. Delays in the supplier's performance**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**14. Penalties**

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

**15. Termination for default**

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - a. the name and address of the supplier and / or person restricted by the purchaser;
  - b. the date of commencement of the restriction
  - c. the period of restriction; and
  - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **16. Anti-dumping and countervailing duties and rights**

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

#### **17. Force Majeure**

- a. 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.
- b. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **18. Termination for insolvency**

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

#### **19. Settlement of Disputes**



- a. 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.
- b. 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.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **20. Limitation of liability**

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - i. 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
  - ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **21. Governing language**

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

## **22. Applicable law**

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

## **23. Notices**

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

## **24. Taxes and duties**

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

## **25. National Industrial Participation (NIP) Programm**

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

## **26. Prohibition of Restrictive practices**

- a. 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).
- b. 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 H

### SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

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

1. **CONTRACT PERIOD**

1.1 Three (3) years

2. **EVALUATION CRITERIA**

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Price and Specific Goals

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. **Stage 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents 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

2.2 **Preferential Point Evaluation**

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

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](http://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 I

### AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**  
Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**Note:** Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

## **SECTION: J**

### **TERMS OF REFERENCE**

#### **APPOINTMENT OF AN ELECTRICIAN (CIDB 4 EB ) TO FACILITATE THE MAINTENANCE AND REPAIR FOR ROUTINE ANALYTICAL LABORATORIES, RESEARCH, COLLEGES AND OTHER OFFICES FOR THE PERIOD OF THREE (3) YEARS**

1. The KwaZulu-Natal Department of Agriculture and Rural Development (DARD) wishes to appoint a suitable and qualified electrician to facilitate the maintenance and repair of generalized equipment, systems and infrastructure pertaining to laboratories, research institutions and colleges.
2. This contract seeks to appoint a suitable and qualified electrician with experience and expertise in maintenance and repair of generalized laboratory and research equipment, infrastructure, and systems within the KZN Department of Agriculture and Rural Development.

#### **1. BACKGROUND**

- 1.1. The KwaZulu-Natal Department of Agriculture and Rural Development have the following routine research laboratories and College Infrastructure:
  - 1.1.1. Allerton Provincial Veterinary Laboratory (APVL)
  - 1.1.2. Analytical Services (7 laboratories) Soil Fertility, Plant Nutrition, Feed, Salinity, Biochemistry, Plant Health Diagnostic Centre, and Crop Protection) at Cedara
  - 1.1.3. Juncao Mushroom Laboratory Complex / Base at Cedara
  - 1.1.4. College Laboratories and Complexes. (Cedara and sometimes OSCA on request)
- 1.2. The Colleges based at **Cedara** (*Hilton area at Umgungundlovu District*) and **OSCA** (*Empangeni Area at King Cetshwayo District*) supply an education service for students wishing to make agriculture their career.
- 1.3. In terms of this contract a service provider will be called out for management, install, upgrade, maintain, troubleshoot and repair generalized equipment and infrastructure of the above listed complexes housed within the Department of Agriculture and Rural Development in KwaZulu-Natal.

#### **2. GOALS**

- 2.1. To appoint a suitable and qualified electrician who will facilitate the maintenance and repair of generalized equipment, systems and infrastructure pertaining to laboratories and research institutions.
- 2.2. Included in the contract will be the maintenance and repair of College Infrastructure and Equipment.
- 2.3. The bulk of the work will be in Cedara, Allerton and sometimes in other research sections outside of uMgungundlovu district such as Dundee, Kokstad, Makhathini, Bartlow research and OSCA.
- 2.4. Please note that this bid is not limited to these sites mentioned in 2.3 above

### 3. OVERALL OBJECTIVE

- 3.1. To appoint a suitable and qualified electrician to facilitate and maintenance and repair of generalized equipment, systems and infrastructure pertaining to laboratories, research institutions and Colleges.

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

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

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

- 4.1. As mentioned above the bulk of the work will be in Cedara, Allerton and sometimes in other research sections outside of uMgungundlovu district such as Dundee, Kokstad, Makhathini, Bartlow research and OSCA .
- 4.2. **Please note that this bid is not limited to these sites mentioned above**
- 4.3. The Qualified Electrician will be responsible in providing Electrical Services and facilitate other maintenance and repair services such as Mechanic / Plumbing or/and Artisan work to work under his/her supervision to maintenance and repair of generalized equipment, systems and infrastructure pertaining to laboratories and research institutions to perform the following:
- 4.3.1. Installation, commissioning, calibration, modification, routine maintenance and repairs of generalized equipment and their supporting infrastructure.
- 4.4. The list below pertains to 4.1, but a different schedule under **Annexure A** will deal with the **routine maintenance carried out on equipment, systems, and infrastructure**.
- 4.4.1. The installation and repairs of soil grinders, plant milling apparatus, pelleting machine, roller mill, feed mixers and hammer mills.
- 4.4.2. Extraction hood and laminar flow bench installations and repair to the operating parts.
- 4.4.3. Installation, modification and/or repair to fume hoods and fittings.

- 4.4.4. Repair to Fibre blocks.
- 4.4.5. Repair measuring equipment such as but not limited to, analytical balances, moisture analysers.
- 4.4.6. Repair to soxlet fat extractor and supporting water pump system.
- 4.4.7. Gas fitting supplies (including gas lines and the various regulators), and the troubleshooting and repair of these as they are linked between the gas bottles to the analytical instruments.
- 4.4.8. Operational environments for highly sensitive instruments such as, but not limited to, the Inductively Coupled Plasma, Atomic Absorption, Microwave Plasma (MP), Moisture Analyser, Gas Chromatograph, Near Infra Red, Mid Infra Red, Dumas instruments, uv/visible spectrophotometers, Auto Analyzers, Flow Injection Analyzers, PCR instrumentation and microscopes.
- 4.4.9. Installation, troubleshooting and repairs to autoclaves and distillation units.
- 4.4.10. Installation, troubleshooting and repairs to centrifuges.
- 4.4.11. Installation and repairs to general laboratory equipment such as, but not limited to, incubators, furnaces, ovens, stirrers and paddles – not mentioned in any other tables.
- 4.4.12. Electrical capability to maintain building electrical systems.
- 4.4.13. Plumbing capabilities for minor repairs.
- 4.4.14. The manufacture, installation and repair of various items such as gas cages to comply with the OHS Act.
- 4.4.15. The troubleshooting and repair of complex air-conditioning systems.
- 4.4.16. The troubleshooting and repair of the air-conditioner chiller units.
- 4.4.17. The troubleshooting and repair of standby generators.
- 4.4.18. The troubleshooting and repair of the acid traps.
- 4.4.19. The troubleshooting and repair of vacuum pumps and compressors.
- 4.4.20. Troubleshooting and repair to components such as pumps and de-mineralization plants.
- 4.4.21. Troubleshooting and repair of mushroom pack production equipment.
- 4.4.22. Troubleshooting and repair of steamers in the mushroom units.
- 4.4.23. Troubleshooting and repair of technical measuring equipment used for animal production trials.
- 4.4.24. Troubleshooting and repair of technical infrastructure in support of oyster mushroom production.
- 4.4.25. Troubleshooting and repair of Research infrastructure such as, but not limited to, technical Fertigation systems.
- 4.4.26. Troubleshooting and repair of cargo lifts housed in the complexes listed above.
- 4.4.27. Consultation on improved laboratory technology in terms of operational processes.
- 4.4.28. Troubleshooting and repair to standalone freezers and fridges.
- 4.4.29. Trouble shooting and repair to walk-in refrigerators and walk in deep freezers.
- 4.4.30. Troubleshoot and repair extractor fans and fan heaters in soil drying room.
- 4.4.31. Any other laboratory, research, or college related installation, troubleshooting or repair not mentioned here.

## ANNEXURE A

### APPOINTMENT OF AN ELECTRICIAN (CIDB 4 EB) TO FACILITATE THE MAINTENANCE AND REPAIR FOR ROUTINE ANALYTICAL LABORATORIES, RESEARCH, COLLEGES AND OTHER OFFICES FOR THE PERIOD OF THREE (3) YEARS

1. Qualified Electrician must have an agreement with service providers registered with a CIDB.
2. For routine maintenance carried out, on each category a log book must be in place with work carried out, captured. Any spare parts purchased must be recorded and a copy of the invoice scanned and emailed to the relevant manager of each division.

The above service and maintenance have been divided into the following categories.

CATEGORY	SPECIFICATION	REQUIREMENT	FREQUENCY	COMPETENCY REQUIREMENT
A	Installation, maintenance of plant and feed milling apparatus, pelleting machine, grain blower and hammer mills.	<ol style="list-style-type: none"> <li>1. Check on drive belts and fins.</li> <li>2. Check rotary hammer is not damaged.</li> <li>3. Electrical capacity correct</li> </ol>	<b>Annual Service</b>	<ol style="list-style-type: none"> <li>1. CIDB EB</li> <li>2. Valid Electrical Wireman's Licence</li> </ol>
B	Maintenance of analytical gas lines and extraction chimneys	<ol style="list-style-type: none"> <li>1. Install gas lines</li> <li>2. Move gas lines and extraction chimneys if necessary</li> <li>3. Check gas regulators</li> <li>4. Maintain extraction fans</li> <li>5. Maintain chimneys</li> </ol>	<b>Annual check on extraction fans and regulators.</b>	<ol style="list-style-type: none"> <li>1. SAQCC Registration</li> <li>2. LPGSASA</li> <li>3. SACGA</li> </ol>
C	Operational environments for highly sensitive instruments such as, but not limited to the Inductively Coupled Plasma, Microwave Plasma (MPI, Moisture Analyser, Atomic Absorption, Gas Chromatograph, Near Infra	<ol style="list-style-type: none"> <li>1. Ensure benches are structurally strong enough to hold instruments.</li> <li>2. Electrical capability to each instrument</li> <li>3. Provision of compressed air lines where correct filters are installed and maintained.</li> </ol>	<b>Annual check on systems.</b>	<ol style="list-style-type: none"> <li>1. CIDB EB</li> <li>2. Valid Electrical Wireman's Licence</li> <li>3. SAQCC Registration</li> <li>4. LPGSASA</li> <li>5. SACGA</li> </ol>

	Red, Mid Infra Red, Dumas instruments, uv/visible spectrophotometers, Auto Analyzers and Flow Injection Analyzers.	4. Provision of vacuum sites where required for instrumentation operation 5. Maintain extraction systems		
D	Maintenance of Chiller unit of central air conditioner: Minor Service	1. Remove & clean stainless steel filter between main Aircon chilling filter & cooling tower 2. Partially flush chiller unit to remove any debris and refit filters 3. Check that chiller compressors shut down and re-initiate at correct set points 4. Re-start chiller unit and check that cooling water flow is operating. 5. Check all compressors are functioning and check temperature.	<b>Monthly</b>	1. CIDB ME
E	Major Service of Chiller plant	1. Dedicated software to validate equipment required 2. Full circuit analysis for fault diagnostic check - circuit and analog values 3. Gas recovery for circuit : top-up analysis. 4. Replace oil pump and drain and replace oil. 5. Replace oil filter. 6. Chemical and mechanical wash of condensers and pressures. 7. Check and replace driers if required. 8. Re-gas where necessary.	<b>Annual</b>	1. CIDB ME



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

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

		6. Check indoor and outdoor electrical connections. 7. Check gas pressure operation and re-charge with correct refrigerant gas where required. 8. Pressure clean condenser coils. 9. Chemical clean of condenser coils. 10. Check cooling and heating operation.		
K	Pressure testing of all Autoclaves and compressors. OHS Act requirement	1. Measure vessel wall density. 2. Max pressure test vessel to ensure no weaknesses present. 3. Change air filter and clean housing. 4. Change oil, check ring set, bearings and conrods. 5. Assess drive belts, pulley systems and belt guards. 6. Test pressure switch, over-pressure valve, starter box and transmission cables. 7. Check functionality of non-return valve and drain valves. 8. Measure changeover conditions: cut-off pressure and cut-in pressure differentials	<b>Annual</b>	1. CIDB EB 2. Valid Electrical Wireman's Licence
L	Service to de-mineralization plant, cooling tower and de-ionizer	1. Chemical analysis of make-up water, demineralisation units and effluent water for : pH, TDS, Total hardness (as CaCO <sub>3</sub> ), Alkalinity, Chlorides (Cl), Zinc (as Zn <sup>2+</sup> ) 2. Verify cycles of concentration, Ryzner Index, Sludge colour and Iron (Fe).	<b>Per annum</b>	1. CIDB ME/EB 2. Valid Electrical Wireman's Licence

		3. Check filter permeation index and pre- and post- backwash pressures indices. 4. Verify dosing pump type and relative setting. 5. Calibrate dosing pump in ml/min and check dosing run time. 6. Calculate total water consumption and effluent assessment. 7. Refit and calibrate filter cartridges if required. 8. Ensure adequate product stocks. 9. Remove effluent if necessary.		
M	Maintenance to soil grinders and extraction fans in the grinding room	1. Assess bearings for functionality and re-grease. 2. Check bearings and belts for wear and torsion and rectify where required. 3. Check that motor is correctly operating the pulley and conveyor systems. All nuts and bolts are tight. 4. Ensure that all mechanical connectors on conveyers are tight.	<b>Per annum</b>	1. CIDB ME/EB 2. Valid Electrical Wireman's Licence
N	Maintenance to custom made stirrers in the Soil Laboratory  Maintenance to Salinity Centrifuge Instrument.  Maintenance to stirrer machines and cups in Salinity.	1. Check on velocity. 2. Maintain bearings and seals. 3. Check on spinning speed. 4. Maintain glass door seals.	<b>Bi-annual</b>	1. CIDB ME

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

		2. Verify that steamers are operating within specified current rating. 3. Ensure that control system in within safety specifications. 4. Ensure that earth leakage is functioning. 5. Check emergency stop operates under test conditions. 6. Ensure no corrosion or damage to all high voltage wiring.	<b>Repair if required</b>	3. Authorised Limited switching obtained from ESKOM / Municipality.
S	Maintain lights throughout laboratories, colleges and research infrastructure -	1. Replace electronic starters and ballasts where required. 2. Check globe functioning and lumen intensity. 3. Re-wire appropriate circuits to accept LE diode for energy saving	<b>Monthly Check</b>	1. CIDB EB 2. Valid Electrical Wireman's Licence
T	Service UPS	1. Validate input and output AC values on all leads. 2. Check charger float voltage and neutral earth voltage. 3. Check and clean circuit boards if required. 4. Measure output current and neutral earth. 5. Measure individual battery voltages after time delay (where applicable).	<b>Per annum</b>	1. CIDB EB 2. Valid Electrical Wireman's Licence
U	Maintenance of Milking machinery	1. Check and replace rubber pipes and teat liners. 2. Check milk pump and replace seals. 3. Check vacuum pump and replace seals. 4. Set machine vacuum and pulsation rate. 5. Check milking points and transponder receiver.	<b>Per annum</b>	1. CIDB EB/ME 2. Valid Electrical Wireman's Licence

		6. Maintain compressor and agitator on bulk tank. 7. Check dosatron and repair if needed.		
V	Service of grain moisture meters	1. Full calibration at all ranges using accredited reference test material. 2. De-grease housing, platform and balance triads. 3. Check power source functioning through voltage differential assay. 4. Run compensation corrections for ambient moisture.	<b>Per annum</b>	1. CIDB ME
R	Service all ultrapure water services	1. Replace pre-filters for particulate filtration. 2. Replace all ultrapure filter packs for ion and microbiological filtration. 3. Check re-generation system. 4. Validate and calibrate all internal electronic specification parameters. 5. Ensure that receiving vessel electronic control system is operational.	<b>Per annum</b>	1. CIDB EB light current 2. Valid Electrical Wireman's Licence
X	Roofing Maintenance	1. Check extraction fans in roof for functionality and stability. (Haven't worked loose).  2. Clean out gutters which have filled up with vegetation and dirt to prevent sagging and water leaks during storm events.	<b>Bi Annual</b>	1. CIDB GB
Y	Maintenance to research Agria	1. Full service including: 2. Check operational parts.	<b>Per annum</b>	1. CIDB EB/ME

	mowing machine	3. Replace blades. 4. Replace bushes. 5. Replace fuel and air filters		2. Mechanic
Z	<b>Repairs</b> to building infrastructure and equipment that becomes non-functional:  See Scope of Services listed above:  Electrical Supply  Water Supply  Generalized technical equipment used in the labs, mushroom bases, research, vets and colleges.  Repair to buildings for security purposes (eg: secure and repair doors and windows where necessary)	1. Troubleshoot, and repair  Charges as per agreement with regard to callout, travel, accommodation, hourly rate and the charging for spare parts.	<b>When necessary</b>	1. CIDB GB
AA	Maintenance and repairs to gas installations in College Workshop.	1. Check for correct KPA of instrumentation. 2. Check regulators for functionality and leaks. 3. Check gas lines for minor leaks.	<b>Per annum</b>	1. SAQCC Registration
BB	Maintenance and repairs to laboratory equipment and installations in College laboratory.	1. As above for Analytical Services	<b>Per annum</b>	1. CIDB ME/EB 2. Valid Electrical Wireman's Licence registered with Dept. of Labour



CC	Maintenance and repairs to water system in the College	1. Maintenance of heat pump systems and their corresponding geysers. 2. Maintenance of minor drainage system of College Kitchen	<b>Per annum</b>	
DD	Maintain and repair/replace extractor fans and fan heaters in soil drying room	1. Check fans are in working order 2. Check temp on heaters are correct	<b>Bi annual</b>	

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

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

## **1. REPORTING ON SITE**

- 1.1. The Qualified Electrician or Contractor's representatives are required to report to the Departmental Official (Administrator or Superintendent or Principal or Official in Charge or his/her second in command) upon arrival and prior to departure from institutions.
- 1.2. Artisan's day work sheets must be signed and stamped. Arrival and departure times must be clearly specified daily by the abovementioned responsible officials at institutions.
- 1.3. The point of last and next call is to be indicated on each daywork sheet. A separate job sheet is required per Artisan per day.
- 1.4. The Contractor's daywork sheets shall be endorsed with the official
- 1.5. The name of each of the Contractor's employees engaged on the works shall be endorsed on the daywork sheet.

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

- 2.1. Once appointed, in terms of this contract, Service Providers shall, before commencing any work, submit a Health and Safety Plan which must be approved by the official of the department.
- 2.2. Failure to submit a Health and Safety plan will prevent the Contractor from executing any work.
- 2.3. Refer also to the Contractors Health and Safety Declaration and required structure of the OHSE plan.
- 2.4. This means that the Health and Safety and Environmental Plan needs to be amended and updated to consider all risk assessments for the specific project.

## **3. PROGRESS CHART (JOB CARD)**

- 3.1. The Qualified Electrician shall ensure that the contractor must provide a progress chart, for approval by the Department's Representative, for each project awarded to him/her after completion.

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

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

## **5. SPECIFICATION**

- 5.1. Work specifications will be included in specification request documents when the facilitator is approached for the specific project.

## **6. SERVICES PROVIDED BY THE DEPARTMENT**

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

## **7. EMERGENCY REPAIRS**

- 7.1. All Emergency repairs must be performed within **eight (8) hours** after being notified by the department.
- 7.2. The department reserves the right to utilise this contract for any other emergency repairs throughout the departmental offices and institutions.

## **8. EQUIPMENT TO BE PROVIDED BY THE QUALIFIED ELECTRICIAN /CONTRACTOR**

- 8.1. The successful facilitator shall ensure that his/her contractor supply all plant and tools normally required to carry out the type of work tendered for, which shall include portable generators, portable engine-driven welding machines and mobile compressors etc., as applicable.
- 8.2. The facilitator shall ensure that his/her contractor shall be responsible for delivery, offloading and placing into the required position all items of equipment and materials.
- 8.3. The facilitator shall ensure that his/her contractor shall be fully responsible for all arrangement for accommodation of his/her workmen and for the safe storage of his/her tools, material, and vehicles.
- 8.4. All materials and plant stored on Site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise.
- 8.5. The Contractor shall remain fully responsible for all material and plant etc. until the completed work is handed over to or has been officially accepted by the Department.

## **9. INVOICE FORMAT AND SUPPORTING DOCUMENTATION**

- 9.1. The following information shall be reflected on all invoices:
  - 9.1.1. Full description of work performed. (In respect of emergency callouts, the time, date and name of the person who called the Contractor out must be indicated)
  - 9.1.2. Detailed list of materials/spare parts used to show prices, Contractor's mark-up and subtotal.
  - 9.1.3. Labour hours performed, rate and subtotal.
  - 9.1.4. Kilometres travelled and dates, rates, and subtotal.
  - 9.1.5. VAT (at current rate)
  - 9.1.6. Grand Total
- 9.2. Original Invoices together with supporting documentation and daywork sheets shall be made out to the office indicated on the official order form/letter of appointment. The original invoices, supporting documentation and copies thereof must be submitted to the respective Departmental official in control of the project as applicable.

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

## **10. LOG BOOKS**

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

## **11. PREVENTIVE MAINTENANCE SCHEDULES**

- 11.1. Preventive maintenance servicing of plant and equipment shall be carried out in accordance with the maintenance schedules and programmes to be supplied by the department.

## **12. OVERTIME WORK**

- 12.1. The working of overtime is **not** intended under this Contract and no overtime will be paid in respect of normal Works.
- 12.2. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services and urgent work as determined by the Department.
- 12.3. When overtime work is authorized by the Department, overtime rates as per the applicable rates as per the contract.
- 12.4. Should an emergency arise or where it is deemed necessary in the interests of the Department to work overtime, specific authority for such overtime must be obtained.
- 12.5. The following are deemed as essential services:

- a) **Mechanical Installations**

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

- b) **Plumbing Installations**

- i) Main water supply
- ii) Main drainage
- iii) Burst hot water cylinders, burst water pipes and water leaks

- c) **Electrical Installations**

- iv) Electrical power supplies to all of the services listed
- v) Main Electrical supplies to buildings and institutions.

d) **Monday to Saturday Inclusive**

All overtime hours worked = Normal Time × 1.5

e) **Sundays and Public Holidays**

All overtime hours worked = Normal Time × 2

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

Overtime must be authorized by the Department; overtime rates shall be indicated in **Part D** of this document:

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

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

### **14. CODED WELDING**

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

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

- 15.1. Redundant materials and spare parts which arise from servicing or emergency and essential repairs must be listed by the contractor workmen and handed over to the responsible official (DARD Official) at the institution and a signature obtained, therefore.
- 15.2. Redundant materials, plant and equipment arising from planned replacement and upgrading work shall:
  - 15.2.1. When considered scrap by the Department i.e. having no monetary value and no use to anyone, be removed from site by the Service Provider. An amount must be quoted for under the price schedule when required, for removal of scrap, which amount will form part of the total quotation method.
  - 15.2.2. When considered by the Department to have monetary value but is of no use to the Department the Contractor may be invited to submit a quotation for the purchase and removal of same from Site. The Department reserves the right to accept or reject such quotations.

**NOTE:** The Contractor is responsible for all redundant materials and spare parts until handed over. No scrap or redundant parts, material, equipment, or plant may be

removed from Site without the prior written authority of the Department.

## **16. GUARANTEE PERIOD**

- 16.1. The Contractor shall unconditionally guarantee all servicing and repair work performed together with all materials and spare parts (*inclusive of electrical components*) supplied by him/her for a minimum period of three (3) months from the date of commissioning of the work undertaken.
- 16.2. The Contractor shall unconditionally guarantee all new, replacement or additional equipment, and installations (inclusive of all electrical components) for a minimum period of six (6) months from the date of the first delivery certificate.
- 16.3. If the Contractor's supplier has a standard guarantee which exceeds the minimum warranty called for, the greater period will be applicable.
- 16.4. The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship of the Service Provider, or any of his/her Sub-Contractors, fair wear and tear excepted, and the Contractor shall repair any such defects without delay and at his/her own cost.
- 16.5. This guarantee shall include malfunction, and water, steam, gas, oxygen, oil, or air leaks, and adjustments.
- 16.6. Should any part of the complete Works perform unsatisfactorily to become detrimental to its functional use the Contractor shall replace any such part or the complete Works with equipment as prescribed by the Department without delay and at his/her own cost.
- 16.7. If any defects are not remedied with the period specified by the Department, the Department shall have such defect repaired at the risk and cost of the Service Provider, by another Contractor whom the Department deems to be proficient in the Work, without prejudice to any rights the Department has against the defaulting Service Provider.
- 16.8. The Department will give written notice to the Contractor of such instances where he/she appoints another Contractor to remedy defects in the Works.

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

- 17.1. Where the term "or other approved" is used in connection with proprietary materials or articles it is to be understood that approval shall be at the sole discretion of the Department.
- 17.2. Where brand or trade names are referred to in the Bills of Quantities in the quotation document these shall indicate the quality and type of material or fitting required and no substitution of materials so specified will be permitted unless authority of the Head: Works has been obtained in writing before quotations close.
- 17.3. In all cases where the Contractor takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product he/she shall do so in strict accordance with the manufacturer's instructions after consultation with the manufacturer or his/her authorized representative.
- 17.4. No substitution of the articles or materials specified in the tender specification will be permitted unless the authority of the Department has been obtained, in writing, before quotations close. The Contractor will otherwise be required to provide and/or use the specified articles or materials.
- 17.5. Submission of materials will only be considered when the Department is satisfied that if the substitution is approved, there is sufficient time remaining before quotations close to advise other service providers.

- 17.6. No work shall be carried out against these orders unless specifically instructed by the Department.

## **18. PROTECTION OF HOT WORK**

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

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

- 19.1. The Contractor is required to be available Twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond timeously to breakdowns as and when instructed to do so.
- 19.2. In respect of emergency repair, the contractor should respond within two (2) hours of a call out and resolve in eight (8) hours including call out.
- 19.3. In respect of routine maintenance, the contractor should respond within twenty-four (24) hours.

## **20. OPERATION AND MAINTENANCE MANUALS**

- 20.1. The Contractor shall hand over, at the completion of the Works copies of the necessary operating and maintenance requirements for all plant and equipment supplied and installed by him/her as part of the Works when applicable.
- 20.2. Each copy of the operating and maintenance manual shall be separately bound, in a plastic covered hard cover ring binder.

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

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

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

- (i) Accredited Installation Electrician

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

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

## 22. CONTRACTOR'S QUALIFICATIONS

To qualify for the rates listed as per Part D, Contractor's staff shall comply with the following:

### 22.1. **Skilled: Artisan/Technician/Engineer**

- 22.1.1. Shall mean an employee who has completed a contract apprenticeship under Manpower Training Act 1981 (Act 56 of 1981) as amended or a contract of apprenticeship recognized by the **INDUSTRIAL COUNCIL**, or an employee who has passed a recognized trade test, or a **NQF LEVEL 4** qualification with 480 credits completed, or any person who's qualification will enable him/her to register with the Engineering Council of South Africa, in any category.
- 22.1.2. In respect of foreign qualifications, the Contractor must obtain at his/her own cost verification from the South African Qualifications Authority that the foreign qualification is equal to the above-mentioned paragraph. Certified copies of such verification must be submitted with the Tender.

### 22.2. **Coded Welder**

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

### 22.3. **Apprentices**

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

### 22.4. **Semi-Skilled**

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

### 22.5. **Unskilled**

- 22.5.1. "**UNSKILLED**" shall mean an employee performing manual labour or as an assistant to skilled, semi-skilled or apprenticed workers.

## 23. PROOF OF QUALIFICATIONS

- 23.1. ALL copies of qualifications are to be certified.
- 23.2. Should the appropriate proof of qualification not be submitted with the tender submission, the corresponding items tendered for will not be approved for the Facilitating Agent.
- 23.3. Successful Qualified Electrician shall during the period of validity of this Contract supply to the Department proof of qualifications and/or experience in respect of any additional/replacement employees or changed qualifications of employees.



## **24. SAQCC Registrations**

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

### **24.1.1. LP Gas Installations:**

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

### **24.1.2. Medical Gas Installations:**

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

### **24.1.3. Compressed Air:**

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

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

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

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

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

### **24.1.6. Fire Detection :**

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

### **24.1.7. Gas Suppression:**

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

24.1.8. **Fire Fighting Equipment :**

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

24.1.9. **Plumbing :**

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

24.1.10. **Automatic Fire Sprinkler Installations:**

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

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

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

24.1.12. **Medium Voltage Switching :**

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

**25. LABOUR BROKERS**

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

## PART C

### APPOINTMENT OF AN ELECTRICIAN (CIDB 4 EB ) TO FACILITATE THE MAINTENANCE AND REPAIR FOR ROUTINE ANALYTICAL LABORATORIES, RESEARCH, COLLEGES AND OTHER OFFICES FOR THE PERIOD OF THREE (3) YEARS

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#### 1. RENUMERATION PAYMENT

- a. The percentage (%) remuneration and Payment to the Qualified Electrician will cover the follows:
  - (i) Labour rates (*as mentioned by the service provider in **Part D** of this document*),
  - (ii) Transport tariffs,

#### 2. PRESCRIBED RATES

##### a. Introduction

- i. The Department pay labour rates, tariffs and mark-ups, which are deemed to be inclusive and consider all preliminaries and condition of contract costs.
- ii. **The department reserves a right to conduct a market assessment on latest Rate**
- iii. Should it discovered that the contractor is changing department an exorbitant rates and amounts from contractor, the contract will be terminated.

##### b. Labour Rates

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

##### c. Accommodation and Meals

- i. The department will **NOT** pay for accommodation including a packed lunch.
- ii. Contractor may claim actual costs incurred, upon submission of the necessary accounts and receipts.
- iii. Claims in respect of food and refreshments consumed during the course of "day trips" will not be entertained.
- iv. Should there be a need for accommodation, the contractor should obtain an approval from Departmental official responsible prior.

##### d. Kilometres Reimbursement

- i. The Department will reimburse the Contractor kilometre travelled, as per tariff set out by **Department of Transport**, which tariffs are based on the LDV 1951 to 2150cc engine capacity.

##### e. Transport Tariff – Sedans, LDV's and Panel Vans

- i. The Department will reimburse the Contractor for transport and travelling costs in accordance with the maximum tariffs set out by **Department of Transport**, which tariffs are based on the LDV 1951 to 2150cc engine capacity.

- ii. These tariffs are reviewed by the Department of Transport monthly, based on the last fuel tariff increase.
- iii. These tariffs include depreciation, maintenance, and insurance etc. of vehicles, toll fees, delays due to road conditions or inclement weather and travelling time for the driver.

## PART D

### APPOINTMENT OF AN ELECTRICIAN (CIDB 4EB) TO FACILITATE THE MAINTENANCE AND REPAIR FOR ROUTINE ANALYTICAL LABORATORIES, RESEARCH, COLLEGES AND OTHER OFFICES FOR THE PERIOD OF THREE (3) YEARS

#### SCHEDULE OF RATES AND TARIFFS: LABOUR

1.		Rates		
ITEM	DESCRIPTION	NORMAL RATE TIME	OVER TIME x 1.5	OVERTIME x 2
1.1.	Artisan/Technician rate per hour, normal time (excluding labourer)	R	R	R
1.2.	Coded Welder rate per hour, normal time (excluding labourer)	R	R	R
1.3.	Semi-Skilled rate per hour (excluding labourer)	R	R	R
1.4.	Unskilled rate per hour (additional labour only)	R	R	R

## 2. CONTRACTOR'S WORKERS

- 2.1. The department will only pay for maximum of three (3) contractors labour staff.
- 2.2. Should the contractor wish to utilise more than three (3) labour staff for any reason, the contractor should obtain the approval from the departmental official responsible for that project prior to utilise more than three (3) labour staff.
- 2.3. The Department will monitor the number of workers the contractor brought on site.

## PART E

### APPOINTMENT OF AN ELECTRICIAN (CIDB 4 EB) TO FACILITATE THE MAINTENANCE AND REPAIR FOR ROUTINE ANALYTICAL LABORATORIES, RESEARCH, COLLEGES AND OTHER OFFICES FOR THE PERIOD OF THREE (3) YEARS

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#### PRINCIPLES AND PROCEDURES FOR PROCUREMENT SERVICES

The approach that shall be adopted by the DARD when requesting a service from this contract shall be as follows:

##### 1. EMERGENCY REPAIRS

- 1.1. An emergency requirement shall be determined per project by the (DARD) End User
- 1.2. End User will notify the Qualified Electrician (FA) (***Telephonically/Emergency Request Form (ERF)***)
- 1.3. FA will allocate and provide a qualified contractor to respond and fix emergency repair identified **within eight (8) hours**.
- 1.4. FA will then provide a Job Card to the Department for approval. No work shall be commenced without approval from Departmental official (End User)
- 1.5. FA will then submit all documentation for payment (***as detailed in section 10 of the TOR of this document***) to End User.

##### 2. ROUTINE MAINTENANCE OR REPAIR

- 2.1. End User will notify the Qualified Electrician (FA) ***Maintenance Request Form (MRF)***
- 2.2. FA will allocate and provide qualified contractor to conduct an assessment then provide a quotation to FA.
- 2.3. FA will then provide a Job Card to the Department for approval. No work shall be commenced without approval from Departmental official (End User)
- 2.4. Once the approval is obtained from departmental official, routine maintenance or repair should be initiated within forty-eight (48) hours.
- 2.5. FA will then submit all documentation for payment (***as detailed in section 10 of the TOR of this document***) to End User.

**LOCATION/ OFFICES/ INSTITUTION**

**APPOINTMENT OF AN ELECTRICIAN (CIDB 4EB ) TO FACILITATE THE MAINTENANCE AND REPAIR FOR ROUTINE ANALYTICAL LABORATORIES, RESEARCH, COLLEGES AND OTHER OFFICES FOR THE PERIOD OF THREE (3) YEARS**

**Name of bidder:**..... **Bid number:**.....

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

4C	Minor service of four air conditioner plant room equipment	1 1 1	Cedara Labs Mushroom Unit Livestock Building
4D	Major service of four central air conditioner plant rooms including controls	2 1 1	Cedara Mushroom Unit Livestock Building
5	Service compressors and vacuum pumps	4 3 1 1 1	Cedara Labs College Lab Dundee Cedara Dairy Grasslands milling room
6	Service to generators	3 1 1 1 1 1 1	Cedara Labs Crop Protection Cedara Mushroom Unit College Allerton Labs Cedara Dairy Cedara Animal Science
7	Service to stand-alone air-conditioning units for all cold rooms, Laboratories, Research Facilities, mushroom unit and offices	9 3 11 10 4 1	Cedara Labs College Kitchens College Crop Protection Mushrooms coldrooms Animal Science Lab
8	Pressure testing of all autoclaves and compressors. OHS Act requirement	2 5	Crop Protection Cedara Labs
9	Service to de-mineralization plant, cooling tower and de-ionizer	1	Cedara Labs
10	Maintenance to soil grinders and extraction fans in the grinding room	3 grinders 5. extraction fans 1 extraction fans 1 Extraction fans	Cedara Labs Cedara Labs  Grasslands Milling Room

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



		<b>1</b> <b>1</b>	<b>Kokstad Dundee</b>
21	Maintenance and repairs to gas installations in College Workshop	<b>1</b>	<b>College</b>
22	Maintenance and repairs to laboratory equipment and installations in College laboratory	<b>1</b>	<b>College</b>
23	Maintenance and repairs to water system in the College	<b>5</b>	<b>College</b>
24	Maintenance on hazardous waste systems	<b>1</b> <b>1</b>	<b>Cedara Labs College</b>
25	Maintenance and repairs to extractor fans and fan heaters	<b>6</b>	<b>Cedara Labs</b>

## **SECTION K**

### **SPECIAL TERMS AND CONDITIONS**

#### **APPOINTMENT OF AN ELECTRICIAN (CIDB 4EB) TO FACILITATE THE MAINTENANCE AND REPAIR FOR ROUTINE ANALYTICAL LABORATORIES, RESEARCH, COLLEGES AND OTHER OFFICES FOR THE PERIOD OF THREE (3) YEARS**

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#### **INTRODUCTION**

- (a) Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.

#### **1. ACCEPTANCE OF BID**

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

#### **2. AMENDMENT OF CONTRACT**

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

#### **3. AWARD**

- 3.1. In order to ensure equitable distribution of opportunities arising from this bid, the department will award ONE service provider per cluster.
- 3.2. Service providers must indicate their preferred cluster as outlined in **PART F** below of this document
- 3.3. It is a condition of this bid that a tenderer must quote for all items in **PART D** of the TOR above.
- 3.4. Bidder must provide a Labour Rate in **Part D** of the TOR above. Failure to comply will result in disqualification.
- 3.5. In the event the department is unable to award a service provider for a particular cluster (for whatever reason) or in the event a contractor fails to deliver, the department reserves the right to utilize contractors awarded in another cluster. In this event the department will request quotations (Rates) from other awarded contractor in other cluster.

#### **4. BASIS AND QUANTITIES**

- 4.1. Quantities are not reflected on the bid document.

#### **5. BBBEE CERTIFICATE**

- 5.1. A bidder claiming BBBEE points must submit a valid BBBEE certificate or a sworn affidavit together with the bid.
- 5.2. A copy of the BBBEE certificate or a sworn affidavit shall be kept on file for each successful bidder for the duration of the validity of the BBBEE Rating. An updated compliant certificate shall be a minimum requirement throughout the duration of the contract. The Department shall not do business with any company that fails to provide an updated certificate or valid affidavit.

## **6. CHANGE OF ADDRESS**

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

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

- 7.1. 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. COUNTEROFFERS**

- 8.1. Counteroffers shall not be considered.

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

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

## **10. ENTERING OF DEPARTMENTAL OFFICES**

- 10.1. No representative from a company shall be permitted to enter Departmental premises, buildings unless he/ she is accompanied by the responsible official in charge.

## **11. EQUAL BIDS**

- 11.1. If functionality is part of the evaluation process and two or more bidders score equal total points and equal points for specific goals, the contract must be awarded to the bidder that scored the highest points for functionality.

- 11.2. If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

## **12. INVOICES**

- 12.1. All invoices submitted by the Service Provider must be Tax Invoices indicating quantity and quantity delivered, the amount of tax charged and the total invoice amount.
- 12.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- 12.2.1. The name, address, and registration number of the supplier.
- 12.2.2. The name and address of the recipient.
- 12.2.3. An individual serialized number and the date upon which the tax invoice is issued.
- 12.2.4. A description of the goods or services supplied.
- 12.2.5. The quantity or volume of the goods or services supplied.
- 12.2.6. The value of the supply, the amount of tax charged and the consideration for the supply; or
- 12.2.7. Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **13. IRREGULARITIES**

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

## **14. JOINT VENTURES**

- 14.1. 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.
- 14.2. 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.
- 14.3. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Pin together with the bid before the closing date and time of bid.
- 14.4. 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.
- 14.5. The joint venture or consortium must comply with Central Suppliers Database (CSD)
- 14.6. registration requirements as per National Treasury directive.

## **15. LATE BIDS**

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

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

## **16. NOTIFICATION OF AWARD OF BID**

16.1. Successful tenderers who have qualified for the different district shall be notified via an advert in the same platform as the invitation.

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

17.1. A Service Provider shall be paid by the Department in accordance with supplies delivered and services rendered.

17.2. Should a Service Provider 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.

17.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:

17.3.1. Contact must be made with the officer-in-charge of the District Office.

17.3.2. If there is no response from the District Office, the Director: Finance must be contacted.

17.4. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

## **18. PERIOD OF CONTRACT**

18.1. This is three (3) year contract.

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

19.1. The Department reserves the right accept or reject delivered equipment, if any of the equipment requirements is found not in accordance with the specification. The Service Provider will be required to rectify on his/her own cost.

19.2. Failure to comply with 20.1 will results in the following:

19.2.1. Possible cancellation of the contract with the Service Provider.

19.2.2. Reporting such negligence by the Service Provider to the Provincial and National Treasury for listing on the Restricted Suppliers' Database.

## **20. SPECIAL CONDITIONS OF CONTRACT**

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

## **21. SUB-CONTRACT SERVICES**

- 21.1. All electrical work and other services within the scope of the main contractor are to be performed by the appointed service provider.
- 21.2. All subcontracted service provider should have a **minimum CIDB 2** in their respective field.

## **22. SUPPLIERS DATABASE REGISTRATION**

- 22.1. 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.
- 22.2. 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.**

## **23. TAX AND DUTIES**

- 23.1. 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).

## **24. TAX COMPLIANCE PIN**

- 24.1. 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.
- 24.2. 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.

## **25. UNSATISFACTORY PERFORMANCE**

- 25.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

25.1.1. The Departmental official shall warn the Service Provider in writing that action shall be taken in accordance with the contract conditions unless the Service Provider complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Service Provider does not perform satisfactorily despite the warning, the official shall:

- (a) Take action in terms of its delegated powers; and
- (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.

25.1.2. When correspondence is addressed to the Service Provider, reference shall be made to the contract number/item number/s and an explanation of the complaint.

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

26.1. The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department may request bidders to extend the validity (binding) period. Should this occur, the Department 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.

## **27. VALUE ADDED TAX (VAT)**

27.1. Bid prices must be inclusive of 15% VAT.

27.2. 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.

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

**PART F**

**APPOINTMENT OF AN ELECTRICIAN (CIDB EB 4) TO FACILITATE THE MAINTENANCE AND REPAIR FOR ROUTINE ANALYTICAL LABORATORIES, RESEARCH, COLLEGES AND OTHER OFFICES FOR THE PERIOD OF THREE (3) YEARS**

**Name of bidder:..... Bid number:..... SELECT**

**YOUR PREFERRED CLUSTER**

<b>CLUSTER(S)</b>	<b>TICK (✓) NEXT TO PREFERRED CLUSTER (Select <u>Only One Cluster</u>)</b>
<b>CLUSTER 1</b> Umgungundlovu District Harry Gwala District Ethekwini Metro Ugu District iLembe District	
<b>CLUSTER 2</b> Amajuba District, Umzinyathi District Uthukela District King Cetshwayo District Umkhanyakude District and, Zululand District	

<b>Signed on behalf of bidder:</b>	<b>Date:</b>
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## **PART: G**

### **BID DISQUALIFYING FACTORS**

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

- (i) Stage one : Administrative Compliance
- (ii) Stage two : Functionality Criteria
- (iii) Stage three : Rate and Specific Goals

#### **2. Compulsory administrative compliance:**

- a) Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- b) Annexure B (Bidders experience) must be completed and signed by the bidder.
- c) All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- d) Use of correction fluid is prohibited.
- e) Any alterations must be initialed.
- f) Under no circumstances may bid forms be retyped or redrafted.
- g) Central Suppliers Database registration number.

#### **3. Compulsory Documents, must be submitted with a bid:**

- a) An original or certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid and the content of the Resolution letter attached must relate to this specific bid. where applicable, as per Section I.
- b) An original or certified copy of a valid BBEE certificate or valid sworn affidavit (to prove ownership goal).
- c) Department of Labour, UIF registration and confirmation
- d) A minimum of CIDB 4EB
- e) **Signed agreement** to show Access to contractors that provides the following disciplines:
  - I. Plumber 2CE
  - II. Mechanical 2ME
  - III. General 2GB
- f) Company letter confirming access to Twenty-four (24) hours Emergency number

#### **4. Functionality**

- a) Relevant Experience
- b) Resources
- c) Locality

## 5. Functionality Evaluation Criteria

- The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria.
- All service providers who score less than minimum functionality score of **80 points** will not be considered into the next stage.
- The evaluation criteria are as in Table 1 below:

**Table 1**

NO	EVALUATION MATRIX	DESCRIPTION	POINTS	MEANS OF VERIFICATION
1.	Relevant Experience	<p>Bidder's experience in providing Electrical works</p> <p>Each project completed will be allocated <b>5 points</b>.</p>	30	<p>Proof of Purchase order / Appointment letter. &amp; Completion certificates / Reference letter / proof of payment for those projects submitted</p> <p>For each project attached as experience must all appear on <b>Annexure B</b>.</p> <p>(NB: To obtain the maximum of 5 points per project, the bidder should submit the combination of the above documents)</p>
2.	Resources	<p>(ii) Proof of Minimum Financial Resources to implement this project, a minimum of <b>R 100 000.00</b></p> <p>(iii) Proof of ownership of vehicle(s)</p>	<p>20</p> <p>(10)</p> <p>(10)</p>	<p>(i) Evidence of credit facility provided by a Registered Financial Institution (E.g. Letter for Intent)</p> <p><b>Or</b></p> <p>Evidence of access to any legal funding instrument or Company's own Bank Statement (with a favourable minimum <b>R100 000.00</b> bank balance)</p> <p>(ii) Certified copy of Disc/ log Books (Fleet to include at least</p>

		LDV's		<p>One (1) of the following to score the maximum point):</p> <ul style="list-style-type: none"> <li>• Bakkies</li> <li>• Caddies</li> <li>• Panel Vans</li> <li>• Trucks</li> </ul>
3.	<b>Methodology</b>	Methodology approach in executing this service	<b>20</b>	As per <b>Table 2</b> below of this document.
4.	<b>Locality</b>	<p>Office of Bidder within the borders of uMgungundlovu District in KZN = <b>30 points</b></p> <p>Office of Bidder within the borders of KZN = <b>15 points</b></p> <p>Office of Bidder outside borders of KZN = <b>05 Points</b></p>	<b>30</b>	Municipality Bills/Business Letters / Bank statement/ SARS pin/Lease Agreements / Letter from the ward councillor/ Letter from Tribel leader (Not Older than 3 Months)
<p><b>* NB : Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 15 points in Experience and maximum points on Financial capacity and Access to Contractors will be disqualified</b></p>		<b>Minimum Passing Score</b>	<b>80</b>	
		<b>TOTAL</b>	<b>100</b>	

**TABLE 2: CRITERIA: APPROACH AND METHODOLOGY**

<b>CRITERIA: APPROACH AND METHODOLOGY</b>	
<b>Points</b>	<b>Means of Verification</b>
<b>Level 1</b> Points = 0	<b>No information provided / irrelevant information</b> provided, service provider has submitted a methodology that is generic in nature and does not adequately cover all programmed activities in a chronological order.
<b>Level 2</b> Points = 05	The service provider has submitted a methodology approach that is <b>generic, and which does not adequately cover all programmed</b> activities and listed in chronological order.
<b>Level 3</b> Points = 10	The service provider has submitted a project specific methodology which <b>adequately cover all programmed activities</b> and listed in a chronological order.
<b>Level 4</b> Points = 15	The service provider has submitted a <b>project specific</b> methodology and it covers all programmed activities and associated regulatory compliance requirements in detail and activities are listed in a chronological order.
<b>Level 5</b> Points = 20	The service provider has submitted a project specific methodology and it covers all programmed activities and associated regulatory compliance requirements in detail and activities are listed in a chronological order <b>Over and above the service provider has shown the following:</b> <ul style="list-style-type: none"> <li>• Quality control measures</li> <li>• Risk management</li> <li>• Staff and resource management</li> <li>• Communication and stakeholder engagement</li> <li>• Relevant approvals and/or notifications</li> <li>• List of additional personnel or service providers to ensure quality control</li> </ul>

## 6. Price and Specific Goals

6.1. Procurement above R1M to R50M (80/20) the Department will allocate the Specific goal points as follows:

**(i) An EME or QSE entity which is 100 % Black owned will be awarded 20/20 points (as per the provisions of KZNDARD SCM Policy)**

6.2. This must be supported by a CIPC or BBBEE certificate or affidavit or Shares certificate register or CSD report.

6.3. Ownership verification will be conducted through CIPC, CSD and BBBEE Certificate/affidavit.

**NB. The Department reserves the right to verify all information submitted.**

**Non-compliance with the above shall result in elimination from further evaluation. Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.**

**Original certification should not be older than six (6) months.**

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

	Client Name	Nature /Description	Contract Value	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTAL VALUE					
Signed on behalf of bidder:				Date:	