



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM MUST BE COMPLETED IN DETAIL AND MUST BE ACCOMPANY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT**

QUOTATION NUMBER: R/N/2526/36	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 16 April 2025	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: <i>Appointment of a suitable qualified land surveyor to do survey and facilitate the process of acquiring approved survey general Diagram/survey sub-devotional diagram</i> SEE SPEC ATTACHED	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
QUOTATION TO BE RETURNED TO: THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, 01 CEDARA ROAD, SCM BID BOX	
NB: ALL DOCUMENTS MUST PERTAINING TO THIS QUOTATION MUST BE COMPLETED IN FULL , SIGNED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	R/N/2526/36	CLOSING DATE:	16/04/2025	CLOSING TIME:	11:00AM
DESCRIPTION	Appointment of a suitable qualified land surveyor to do survey and facilitate the process of acquiring approved survey general Diagram/survey sub-devotional diagram				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	L.P Zondi		CONTACT PERSON	Mr S Gumede	
TELEPHONE NUMBER	033 343 8110		TELEPHONE NUMBER	082 892 0731	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

FOR ENQUIRY ONLY

END-USER NAME : Mr Sihle Gumede
CELLPHONE NUMBER : 082 892 0731
E-MAIL ADDRESS : sihle.gumede@kzndard.gov.za
PROPOSED DELIVERY DATE : 30 June 2025
DELIVERY ADDRESS : Bhambanana Abattoir, Jozini
LOCAL MUNICIPALITY : Jozini
DISTRICT : uMkhanyakude District Municipality

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	An approved Survey General Diagram/Survey Sub-Divisional Diagram by the office of Surveyor General (Seek Consent from all relevant State Organ). NB: The SG Diagram is for The Farm Topi No. 14585 which is about 15 hectares	1				
2.	Valuation Report for an abattoir built on the abovementioned property NB: The service provider must be registered with the South African Geomatics Council as a Professional Land Surveyor. Proof of registration to be supplied with the documents. The Valuation Report should be produced by an accredited Valuator	1				
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						
CTDB Grading (IF APPLICABLE):						

COMPANY NAME : _____
CSD NUMBER : _____
ADDRESS : _____
CONTACT PERSON : _____

CONTACT NUMBER : _____

*VAT Registration No. (Supplier) _____

PRICES ARE VALID FOR

DAYS

Mark one Box (X)

30

60

90

120

SIGNATURE..... DATE.....



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: RURAL ENTERPRISE AND INDUSTRY DEVELOPMENT (REID)

01 Cedara Road, Pietermaritzburg, 3200

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

Cell No.: 082 350 4921 Email: reid@kzndep.gov.za

SECTION C

TERMS OF REFERENCE

APPOINTMENT OF A PROFESSIONAL LAND SURVEYOR FOR THE PURPOSE OF FACILITATING THE SUB-DIVISIONAL DIAGRAM, REZONING OF PRIME AGRICULTURAL LAND AND PRODUCE A VALUATION REPORT FOR BHAMBANANA ABATTOIR SITUATED IN JOZINI

1. BACKGROUND

- 1.1. The Department of Agriculture and Rural Development intends to appoint a Professional and suitably qualified Land Surveyor who will facilitate the process of acquiring an approved sub-divisional diagram; an application for consent from the National Department of Agriculture for rezoning of prime agricultural land for commercial usage of the site where the Bhambanana Abattoir is situated and a Valuation Report for National Treasury approval/concurrence.
- 1.2. The Land Surveyor will be responsible for facilitating the process of acquiring an approved sub-divisional diagram/Survey General Diagram of Farm Portion 8 of Pongola West 16637 / Unit 1 of the Farm Topi No. 14585. The Land Surveyor will also be responsible for facilitating the application for a consent for rezoning of prime agricultural land for commercial usage from the Minister of Agriculture, in line with the Subdivision of Agricultural Land Act No. 70 of 1970 and for producing a Valuation Report.
- 1.3. The Department has built an abattoir of the abovementioned property, and intends to lodge an application with the Department of Agriculture for transfer of the property to the Department of Agriculture and Rural Development. The property is approximately 15 hectares, and it is situated at Bhambanana, which is about 50km outside Jozini central business district. The coordinates of the farmers are as follows: 27°06'04.2"S; 32°09'12.2"E



2. OBJECTIVE

- 2.1. To conduct a survey and subdivision of Farm Portion 8 of Pongola West 16637 / Unit 1 of the Farm Topi No. 14585 measuring approximately 15 hectares in extent, and to frame the relevant diagram.
(See Annexure B – Locality Map)
- 2.2. The new subdivision portion is to be designated appropriately as a portion of the property.

2. LEGISLATION INVOLVED

Act 70 of 1970

- This subdivision is exempt from the provisions of the Subdivision of Agricultural Land Act 70 of 1970 as it involves the subdivision of State-Owned land.

Act 16 of 2013

- You are required to obtain consent in terms of the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA) and the relevant Municipal By-Laws as published in terms of SPLUMA.

3. SCOPE OF SERVICES

- 2.3. The land surveyor will survey the abovementioned land portion in accordance with the provisions of the Land Survey Act No. 8 of 1997 and the Regulations promulgated thereunder. The diagram for the proposed subdivision is to be prepared and submitted to the Surveyor General for approval.
- 2.4. The land surveyor is to conduct a valuation of the abovementioned property and produce a Valuation Report for approval or concurrence by the National Treasury.

3. DELIVERABLES

- a) Certified copy of the subdivision diagram/Survey General Diagram, approved by the Surveyor-General for registration purposes.
- b) A Valuation Report approved by the National Treasury.



4. TIMEFRAME

- a) You are required to report on progress relating to the relevant consent applications within 4 weeks of date of confirmation of appointment. Further progress reports will be required every 8 weeks thereafter.
- b) In the event of a query or rejection by the Surveyor General, the documents are to be re-lodged with the Surveyor General within a period of 2 weeks of such query or rejection.

5. MODUS OPERANDI FOR THE EVALUATION

- 5.1. Evaluation and appointment will be for a Service Provider who has at least one of the company's director registered as a Land Surveyor with the South African Geomatics Council.

6. DOCUMENTATION REQUIRED WITH SUBMISSION OF QUOTATION

- 6.1. Valid proof of registration with the South African Geomatics Council.

7. FEES, TRAVEL AND DISBURSEMENT

- a) The traveling costs must be incorporated into the quotation.

8. DURATION

- 8.1. The duration of this contract is for a period not exceeding 08 (eight) months.

9. EXPERT/SPECIALIST PERSONNEL

- a) Concise CV with qualifications, experience and competency in relation to achieving a similar assignment and associated activities of the work plan, together with traceable references of the member/s of the company must be provided in the required format as per **Annexure 1**.

10. OFFICE ACCOMMODATION

- 10.1. There will be no office accommodation provided for this assignment.



SECTION D

SPECIAL TERMS & CONDITIONS

APPOINTMENT OF A PROFESSIONAL LAND SURVEYOR FOR THE PURPOSE OF FACILITATING THE SUB-DIVISIONAL DIAGRAM, REZONING OF PRIME AGRICULTURAL LAND AND PRODUCE A VALUATION REPORT FOR BHAMBANANA ABATTOIR SITUATED IN JOZINI

1. INTRODUCTION

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

2. ACCEPTANCE OF BID

- 2.1. The Department is under no obligation to accept any bid.

3. AMENDMENT OF CONTRACT

- 3.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department's approval.

4. AWARD

- 4.1. The department will appoint one (1) suitably qualified and experienced Service Provider to produce a sub-divisional diagram/Survey General Diagram.
- 4.2. All bids received shall be evaluated on the following phases of evaluation:
 - a) Stage one: Administrative Compliance
 - b) Stage two: Price and Specific Goals

11. BBBEE CERTIFICATE



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

12. CHANGE OF ADDRESS

- 12.1. Bidders must advise the Departmental Supply Chain Management, Contract Administration should their ownership or address (*domicilium citandie te xecutandi*) details change from the time of bidding to the expiry of the contract.

13. COMPETENCY OF THE SERVICE PROVIDER

- 13.1. At least one of the company's director must be a registered Land Surveyor with the South African Geomatics Council.

14. COMPULSORY SITE BRIEFING

- 14.1. N/A.

15. COUNTER OFFERS

- 15.1. None.

16. DETAILS OF PAST OR CURRENT CONTRACTS AWARDED OR PROJECTS MANAGED BY THE BIDDER (ANNEXURE A)

- 16.1. The bidder must furnish the following details of all verifiable past and current contracts.
- a) Date of commencement of contract/s;
 - b) Value per contract; and
 - c) Contract details, that is with whom held, phone number and Address/s of the companies.

17. ENTERING OF DEPARTMENTAL OFFICES

- 17.1. No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores or permission has been granted by the Department to utilize such offices/premises.

18. EQUAL BIDS



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

- 18.1. 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.
- 18.2. If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

19. INVOICES

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

20. IRREGULARITIES

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

21. JOINT VENTURES

- 21.1. In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 21.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture



agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

- 21.3. The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 21.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 21.5. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorized 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.
- 21.6. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

22. LATE BIDS

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

23. NOTIFICATION OF AWARD OF BID

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

24. PAYMENT FOR SUPPLIES AND SERVICES

- 24.1. The service provider shall be paid by the Department in line with the following deliverable:
 - a) 30% upon obtaining an approved Valuation Report.
 - b) 70% upon obtaining a sub-divisional diagram/Survey General Diagram approved by the Surveyor General.
- 24.2. Should the 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.
- 24.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
 - a) Contact must be made with the Manager responsible for the programme;



- b) If there is no response from the responsibility Manager, the Director: Finance must be contacted;

24.4. Information as contained on the Central Suppliers Database must be valid/correct. Noncompliance with Tax Requirements shall affect payment.

25. PERIOD OF CONTRACT

25.1. The contract is 08 months.

26. QUALITY CONTROL/ TESTING OF PRODUCTS

- 26.1. Should the Department feel that the quality of work is not in accordance with its standards, the service provider will be expected to review the work methodologies in order to ensure that it meets the required standard.
- 26.2. In the case of sustained or repeated non-adherence to the specifications as well as in the case of gross negligence during the implementation of the programme, the contract may be cancelled. The Department will in such cases seek compensation from the service provider for the estimated costs for completion of the programme.
- 26.3. In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.

27. ORDER OF PRECEDENCE

- 27.1. This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the National Treasury Government Procurement General Conditions of Contract (July 2010). The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

28. SUPPLIERS DATABASE REGISTRATION

- 28.1. 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.



- 28.2. 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.

29. TAX AND DUTIES

- 29.1. During quotation stage, prices offered and paid must include all customs, 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).

30. TAX COMPLIANCE PIN

- 30.1. 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.
- 30.2. 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.

31. UNSATISFACTORY PERFORMANCE

- 31.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 31.2. The Departmental official shall warn the service provider in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).
- 31.3. If the service provider fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -
- a) To direct the Service provider, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
 - b) To make a recommendation to the Accounting Officer for cancellation of the contract concerned.



- c) To Contract by calling for Bids or otherwise with any other Service provider(s) for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 31.4. In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Service provider and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Service provider by legal proceedings.
- 31.5. 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.

32. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 32.1. The price validity is to be determined by the service provider in the quotation stage.

33. VALUE ADDED TAX (VAT)

- 33.1. Bid prices must be inclusive of 15% VAT.
- 33.2. 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.
- 33.3. For the purposes of calculating preference points, VAT shall not be considered during quotation process.

34. SERVICE LEVEL AGREEMENT

- 34.1. The successful Bidder and the Department will sign a SBD 7.2.

35. COMMENCEMENT OF THE WORK

- 35.1. Site reconnaissance and desktop analysis must start within two (2) weeks after official appointment, provided that:
 - a) An official order has been issued;
 - b) The service provider is in possession of all relevant documentation required for the implementation of the programme;



- c) No exceptional circumstances such as inclement weather or outside the control of either party to the contract prevail.

35.2. In case work has not commenced within two (2) weeks of the appointment and no mitigating measures for the delay can be provided, the Department reserves itself the right to cancel the contract.

36. HANDOVER OF SITE TO CONSULTANT

36.1. The Department will organize a site briefing/handover with the appointed Service Provider.

37. LABOUR SOURCE & CAPACITY

37.1. The Service Provider will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired for successful implementation of the programme.

37.2. The Service Provider is encouraged to source unskilled labour from the local community as and when required. The Service Providers and the Departmental representative (Departmental Appointed Official) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

37.3. The Service Providers will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

38. SECURITY & RISK

38.1. The Service Provider shall also be responsible for safeguarding all their equipment and materials on site. The department shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise; no allocations will be made in terms of finances or time.

39. INSPECTION OF WORK

39.1. The Departmental representative may at all material times have access to the site where work is being executed for inspection purposes, if applicable.

40. SUB-CONTRACTED WORK

40.1. The contractor shall not sub-contract the entire contract.



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

41. PROTECTION OF THE PUBLIC

- 41.1. The Service Provider shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

42. INJURY TO PERSONS

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

43. DISAGREEMENTS

- 43.1. Notice of disagreement. The Service Provider has the right by written notice to the Departmental representative to require him to consider any disagreement which he raises with the Departmental representative provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.
- 43.2. Ruling on disagreements. The Departmental representative shall give a ruling on the disagreement in writing to the Service Provider no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Departmental representative shall provide such a ruling with as little delay as possible. During the response time the Service Provider shall not alter the status of the works under contention.

44. FIXED PRICE CONTRACT

- 44.1. The contract shall not be subject to contract price adjustment.

45. QUANTITIES OF WORK

- 45.1. The Service Provider shall receive payment only for the work/task completed and approved by the Departmental Appointed Official. The work should be detailed in the financial and technical reports.



46. COMPLETION OF THE WORK

- 46.1. The work shall be considered complete within eight (08) months. Once assignment is completed, all documentation that pertains to the application must be handed over to the Department, i.e. Valuation Report and Sub-Divisional Diagram/Survey General Diagram.

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

- 47.1. If the Service Provider does not complete the work within the time stipulated and no mitigation measures can be given for the delay, the Department may impose a fine. The total will be subtracted from the retention allowance.
- 47.2. If the Service Provider fails to complete the works and the Department is forced to employ another Service Provider to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.

ANNEXURE A: EXPERIENCE

Please indicate your experience and expertise by completing the table:

No	Name of project + Period	Project description	Role (self or subcontracted)	Project value	Name and contact number of referee
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ANNEXURE B

Locality Map for :Portion 8 Pongola West 16637 (Abbatoir)



PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

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:

.....

.....

.....

The following preferential goals will contribute to the advancement of designated groups.

Procurement above R1 to R1M (80/20) the Department will allocate the Specific goal points as follows:

An EME or QSE entity which is 100% Black owned will be awarded 10 points and

An EME or QSE entity which is:

51% black people who are youth.

51% black people who are women.

51% black people with disabilities.

51% black people living in rural or underdeveloped areas or townships.

51% black people who are military veterans.

A cooperative owned by 51% black people

Procurement from R1 – R29 999 the Department will allocate points on entities that are owned by black people which will be 10 of 20 (80/20) and the promotion of enterprises located in a specific district for work to be done or services to be rendered in that district will be 10 of 20 (80/20).

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	

If the entity is 100% owned by black people, this must be supported by a BBBEE certificate or affidavit or share register or CSD report.

Procurement from R30 000 – R1M the Department will allocate the points on entities that are owned by black people which will be 10 of 20(80/20) and 5 of 10 (90/10).

If the entity is 100% owned by black people, this must be supported by a BBBEE Certificate or Affidavit or Share Register or CSD report

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

Should the service provider qualify for more than one (1) HDP points, the Department will award the highest score. HDP points indicated herein above are not fixed therefore subject to change as and when necessary

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

SECTION G

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (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 fulfilment 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

DATE:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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"	<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> <ul style="list-style-type: none">(a) Who are citizens of the Republic of South Africa by birth or descent; or(b) Who became citizens of the Republic of South Africa by naturalization-<ul style="list-style-type: none">i. Before 27 April 1994; orii. 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"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none">(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;(b) Black people who are youth as defined in the National Youth Commission Act of 1996;(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;(d) Black people living in rural and under developed areas;(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

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"	<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> <ul style="list-style-type: none">a) Who are citizens of the Republic of South Africa by birth or descent; orb) Who became citizens of the Republic of South Africa by naturalization-<ul style="list-style-type: none">I. Before 27 April 1994; orII. 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"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none">a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;b) Black people who are youth as defined in the National Youth Commission Act of 1996;c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;d) Black people living in rural and under developed areas;e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	--

3. I hereby declare under Oath that:

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp