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 – DARD10/2026

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **Appointment of a Service Provider for the Supply & Installation of Modular Units and Ancillary Works for Mandeni Local Office - Ilembe District**

Department reserves the right to:

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

Contact Details for Enquiries
Queries relating to the issue of these documents may be addressed to

Administrative: Mrs. Nompumelelo Madlala Tel. No. 033 355 9369: or nompumelelo.madlala@kzndard.gov.za
and
Technical: Ms. N. Ndlovu Tel. 082 082 7977 or nompumelelo.ndlovu@kzndard.gov.za

The closing date and time for receipt of Tenders is **31 July 2026 at 11h00.** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

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

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

		PAGES
PART A	INVITATION TO BID (SBD 1)	3
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	6
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	7
PART C	PRICING SCHEDULE	8 -14
SECTION D	BIDDERS DISCLOSURE (SBD 4)	15-16
SECTION E	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	17 -24
SECTION F	CONTRACT FORM (SBD 7)	25-26
SECTION G	GENERAL CONDITIONS OF CONTRACT	27-33
SECTION H	SPECIAL CONDITIONS OF CONTRACT	34-35
SECTION I	AUTHORITY TO SIGN THE BID	36
SECTION J	TERMS OF REFERENCE	37-46
SECTION K	SPECIAL TERMS AND CONDITIONS	39-47
SECTION L	BOQ/ PRICING SCHEDULE	48-71
SECTION S	SPECIAL CONDITIONS OF CONTRACT	72-85
PART D	BID DISQUALIFYING FACTORS	86-89
ANNEXURE A	BIDDERS PAST EXPERIENCE	90
SECTION T	DRAWINGS	91-95

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**DARD 10/2026**	CLOSING DATE:	**31 July 2026**	CLOSING TIME:	**11h00**
DESCRIPTION	**Appointment of a Service Provider for the Supply & Installation of Modular Units and Ancillary Works for Mandeni Local Office - iLembe District**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Nompumelelo Madlala**	CONTACT PERSON	**Ms N. Ndlovu**
TELEPHONE NUMBER	**033 355 9369**	TELEPHONE NUMBER	**082 082 7977**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**nompumelelo.madlala@kzndard.gov.za**	E-MAIL ADDRESS	**Nompumelelo.ndlovu@kzndard.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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: ……...

SECTION A

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

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

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

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

    3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

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

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

REPRESENTS (state name of bidder) ……..…….....CSD Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

PART C

PRICING SCHEDULE
(Goods/Service/Work)

NAME OF BIDDER: ……

CLOSING TIME: **11h00** CLOSING DATE: **31 July 2026**

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD10/2026	**Appointment of a Service Provider for the Supply & Installation of Modular Units and Ancillary Works for Mandeni Local Office - Under Ilembe District**	

Amount in Words:

……

……

……

……

Official Company Stamp

_____

Signature

SECTION D

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

*Delete if not 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……	Bid number……....
Closing Time 11:00	Closing date……...

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

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

- Required by:……
- At:……
- Brand and model……
-
- Country of origin……

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……
- Period required for delivery……
- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

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

Where:

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

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

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

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

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

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

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

……	R……	……
……	R……	……
……	R……	……
……	R……	……
……	R……	……

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

……	R……	…… days
……	R……	…… days
……	R……	…… days

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

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

TOTAL: R……

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

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

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

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
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.

.....

.....

*YES/NO

.....

.....

.....

.....

***[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 interest1 in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

……
……

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of 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.

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

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

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 at least 100 % Black owned will be awarded 10/20 points	10	
Black people who are **Youth** will be awarded 10/20 points	10	
TOTAL	**20**	

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,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:
   - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
   - The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = _____%
  - Black Disabled % =_____%
  - Black Unemployed % =_____%
  - Black People living in Rural areas % = _____%
  - Black Military Veterans % =_____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

Deponent Signature: _____

Date: _____/_____/_____

Stamp

_____

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

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

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

Deponent Signature: _____

Date: _____/_____/_____

Stamp

_____

Signature of Commissioner of Oaths

SECTION F

SBD 7.1

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

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 180 days from the closing date of the submission of bids.

1. **CONTRACT PERIOD**
   1.1 The total contract period will be **Six (06) months**.
   1.2 The **construction period** for the Works from site handover up to **practical completion** will be **two (02)** * months.

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 goal

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 viz Annexure A, Sections A to Q.

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.2 **Preferential Point Evaluation**

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

3. BID APPEAL TRIBUNAL

BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

3.1 The Department will publish the award on the Departmental website and send out notifications of non- award to disqualified bidders.

3.2 Any appeals lodged in terms of the provisions of the KZN Supply Chain Management policy must be submitted within 5 working days of the award of this bid as advertised in the Departmental Website.

3.3 If five (5) working days of receipt of the notification of award lapses, no appeals will be considered after the award information has been published on the E-Tender portal.

3.4 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

3.5 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

3.6 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

3.7 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:
Email: Batsecretariat@kzntreasury.gov.za
The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION I

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by **ticking** 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

1. BACKGROUND

1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department).

1.2. The Department seeks to contribute to economic growth within the agricultural sector by promoting the commercialization of the small-holder farm sector, increasing opportunities for both skilled and unskilled employment, and enhancing food security.

1.3. In line with these objectives, the Department has made a decision to supply Prefab/ Park home type offices for the Mandeni local area. To support this initiative, the Department requests engineering services to assist with the design of the different park homes required.

1.4. This project entails the supply of 12m X 6m Open plan offices, 12m X 3 m offices, 6m X 3m offices, Kitchen and Toiles.

2. OBJECTIVES

2.1. To appoint a suitably qualified Service Provider for the supply and construction of Park home type offices at Mandeni Local office.

3. SCOPE OF SERVICES

3.1. The project covers:

3.1.1. Site clearing (removing 150mm top soil 2000m² area)
3.1.2. Supply and erect 12m X 6m open plan pre-fab office X2
3.1.3. Supply and erect 12m X 3m pre-fab office space
3.1.4. Supply and erect 6m X 3m Pre-fab office space X2
3.1.5. Supply and erect 6m X 3m Pre-Fab Kitchen and Toilets X2
3.1.6. Connect power supply from an existing transformer to all the offices
3.1.7. Connect water supply from a water meter at the boundary to the kitchen and toilets
3.1.8. Connect sewer lines from the toilets to a conservancy tank within the premises.

3.2. Documents to accompany this bid specification are listed in the Table of Contents.

4. PROJECT LOCATION

4.1. The school is situated at iLembe District, Mandeni Local Municipality
4.2. The project site is located approximately 22km North of KwaDukuza
4.3. Site Coordinates: **29°08’45”S & 31°24’ 02”E.**

D | DETAILED SCOPE OF WORKS

The contract covers the supply of all material and fitting and construction of all works relating to the park homes: Detailed scope of work is as follows.

1. Site establishment by contractor.
2. Supply and deliver of all materials listed in the Bill of Quantities to project site
3. Site clearance and de-bushing.
4. Site Earthworks:

Clearing: Remove topsoil from the park homes footprint and surrounding zone (100 x 20m) ensuring that all bases will be located into 'cut'. See site preparation specification and drawing.

5. Soil treatment (ant poisoning) of the foundation trenches.
6. Supply and erect all the park homes
7. Supply and installation of a conservancy tank.
8. Connect the sewer from the kitchen and toilets to the conservancy tank
9. Connection of all the offices to existing municipal electrical services.
10. Connection of the two kitchen and toilets to existing municipal water supply services.
11. Installation of electrical wiring, lighting, and power outlets within all the park homes, ensuring compliance with relevant electrical safety standards.
12. Compliance with all applicable building codes, health and safety regulations, and environmental standards during construction.
13. Site clean-up and exit.

CONSTRUCTION / PLACEMENT OF PARK HOMES DETAILED SPECSIFICATIONS

A	SCOPE OF WORKS
1.1	Clearing of the site at which the units will be placed. Disposal of waste etc. in consultation with the engineer and in an environmentally acceptable manner.
1.2	Setting out of the building footprints. Units must be at least 5m apart to reduce fire hazards and must be at least 3 meter away from the property boundary line.
1.3	Clearing (removing of vegetation) of entire site. This includes an area of 3m around all units
1.4	Leveling of entire site. Maximum 50mm level difference between lowest and highest point
1.5	Application of herbicide and ant killing poison.
1.6	Supply, off loading and positioning of the units. SP responsible for lifting equipment. Adjustable jacks to be supplied and which will be used to level out the units.
1.7	Connection of all units to the solar panels by an electrician with a wireman's license. Electrical certificate for the connection from an electrician with a wireman's license to be supplied by SP after inspection of the installation. Units to come with their own electrical certificate.

1.8	Supply & Installation of all bathroom ware, including basins, pans, urinal and mirrors
1.9	Supply and installation of all kitchen ware, including geyser, microwave,
1.10	Connection of the toilet drains to a septic tank. SP to create alternative grey water disposal facility. Grey water disposal and the sewerage to be discussed during the site briefing.

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

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

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

4	**KITCHEN**	
4.1	SINK	Drop-in sink, stainless steel, double bowls, length 1100 – 1250mm. Width: 450-550mm
4.2	SINK TAPS	Chrome kitchen deck mixers. One per bowl
4.3	CUPBOARDS	Panel thickness: 16mm minimum. Two separated cabinets, 2x2 hinged doors.
4.4	COUNTERTOP	Formica kitchen countertop at least 40mm thick
4.5	FRIDGE	Double Door Fridge Freezer - White 140 – 180L
4.6	MICROWAVE	Solo microwave oven 20-25L, e.g.: • Samsung 20 L Solo Microwave Oven (MW73AD-B/XTL, Black), • G 20 L Solo Microwave Oven (MS2043DB, Black)

5	**ELECTRICAL**	
5.1	Lighting & Extraction fans	Open plan: 8 x 3 T8 fixtures of 25 W each = 600W ablutions/kitchens: 2 x 2 x 50W T8 fixtures = 200 W Extraction fans (150mm diameter): 2 x 25W = 50W
5.2	Wall plugs	Standard 16Amp wall plugs • Open Plan : 3 x 7 = 21 x 16 Amp = 330 Amp • Kitchen: 2 x 16 Amp = 32 Amp
5.3	Computer wall plug	Dedicated double socket with switches (2x)

1. PRELIMINARIES & GENERAL

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

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

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

2.1.1. **SABS 1200 AA - 1986** (General - Small Works),
2.1.1.1.Materials: SABS 1200 AA (3);
2.1.1.2.Testing: SABS 1200 AA (7);

2.1.2. **SABS 1200 DA -1988** (Earthworks - Small Works)

2.1.3. **SABS 1200GA – 1982** (Concrete - Small Works).
2.1.3.1.Materials SABS 1200 GA (3)
2.1.3.2.Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)
2.1.3.3.Testing: SABS 1200 GA (7)

2.1.4. **SANS 50197-1:** Cement: Common cement 32,5N or R to SANS 50197-1

3. APPLICABLE STANDARDS: EARTHWORKS AND SITE PREPARATION

3.1. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.

3.1.1. **SABS 1200 AA - 1986** (General - Small Works),
3.1.1.1.Site preparations & establishment: SABS 1200 AA (4).
3.1.1.2.Setting out of works: SABS 1200 AA (5.1.1)

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

4.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer.

5. MATERIALS AND CONSTRUCTION

5.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc… All construction works must conform to the applicable standard specifications and installation requirements as

per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations

6. STANDARD CONCRETE MIXES

6.1. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³.

6.2. Water addition should be kept to a minimum. Only sufficient water should be used to produce a
workable mix of 60-100mm slump. A recommended maximum water: cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.

6.3. Concrete for non-structural purposes shall be “Prescribed mix concrete” produced in accordance with the requirements indicated in Table 3.

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

7. STANDARD PLASTER & MORTAR MIXES

7.1. The standard **plaster** mixes are as listed in Table 4:

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

7.2. The standard **mortar** mixes are as listed in Table 5:

TABLE 5: STANDARD MORTAR MIXES

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
This project	**1 : 5**	**50**	**0-25**	**165**

8. FINISHES TO IN-SITU CONCRETE

8.1. Class U1 Ordinary Finish

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

8.2. Class U2 Wood Float Finish

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

8.3. Class U3 Coarse Brush Surface Finish

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

8.4. **Class U4 Steel Float Finish**

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

9. SITE CLEARANCE

9.1. Applicable standards

SANS 2001 - Construction Works Part BS1: Site Clearance. SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400 (The application of the National Building Regulations).

9.2. Areas to be cleared and grubbed.

The area to be cleared and grubbed for this particular project will be specified in the Project Specific Specifications and/or the BoQ/Pricing schedule. The contractor shall not commence with clearing and grubbing until the Department’s Agent, in cooperation with the school principal has determined the exact fence with pickets.

9.3. Cutting of trees

9.3.1. *Precautions.* The contractor shall take the necessary precautions to prevent injury to persons and animals and damage to structures and other private and public property. Where necessary, trees shall be cut in sections from the top downwards.

9.3.2. *Branches overhanging boundaries*. The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7m) vertically above any carriageway, railway formation, or other designated area.

9.3.3. *Preservation of trees.* No tree shall be cut down until the engineer has given written authorization for such work to commence.

9.4. Clearing

9.4.1. *Clearing shall consist of*:

9.4.1.1. The removal of all trees, rubbish, fences, and all other material that may interfere with the construction of the work.

9.4.1.2. The disposal of all material resulting from clearing.

9.4.1.3. The removal of rocks and boulders of size up to 0.15m^3 that are lying on the surface to be cleared or exposed during the clearing operations.

9.4.1.4. Where fences have to be taken down, sorting, coiling, and stacking of the material.

9.4.1.5. The removal and stacking of other reusable materials as scheduled.

9.4.2. *Haulage.* The moving of a certain amount soil or gravel may be inherent in or unavoidable during the process of clearing. No extra payment will be made for the removal such soil or gravel.

9.4.3. *Re-clearing of vegetation.* If during the contract period vegetation should again grow on any portion of the site, borrow areas, or the areas that have been cleared in accordance with the specification, the Engineering Representative may, if considers it necessary, order that such area be re-cleared. Such re-clearing shall include the removal and disposal of grass, shrubs, and other vegetation, as in the first clearing operation.

9.5. Grubbing

9.5.1. Stumps and roots larger than 75mm in diameter shall be removed to a depth of at least 600mm below the finished level and at least 100mm below the original ground level. Where the area has to be compacted, all stumps and roots including matted roots shall be removed to a depth of at least 200mm below the cleared surface.

9.5.2. Except in borrow areas, cavities resulting from grubbing shall be backfilled with approved material and compacted to a density at least equal to that of the surrounding ground.

9.6. Conservation of topsoil

9.6.1. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.

9.7. Site leveling and landscaping

9.7.1. Levelling and landscaping. After completion of the construction of the works those areas affected by the levelling will need to be landscaped, that is all cut soil will need to be spread out uniformly over the area/slopes adjacent to the works area, and uprooted and cut vegetation is to be removed and taken to a site as per the instructions of the beneficiaries/landowners and in consultation with the Engineer.

9.8. Other general works specifications

9.8.1 Site demarcation. The works footprint must be pegged out by the contractor and will be checked by a Engineering representative before actual works can begin.

9.8.2 Safeguarding of materials. All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the school principles to safeguard it prior to installation. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.

9.8.3 SABS Compliance. Sound engineering practices and adherence to the relevant SABS construction codes should be applied to secure integrity of the structure. In the absence of compliance and proof of improvement after having been pointed out shortcomings by the Departmental representative, the contractor may be instructed to halt construction and be replaced by another contractor.

9.8.4 Surplus material. Surplus material will be retained by the department and should any surplus material be taken by the contractor, or any material not be supplied, payment will be made based on what has been actually used/put in (to) the scheme. All material must be checked by a departmental representative prior to installation.

9.8.5 Completion & Hand over. The works must be fully functional on completion. The contractor will remain responsible for the works including all materials, and the official hand over and final payment will not take place until such time that the entire structure is fully functional and all defects have been repaired.

LIST OF APPENDICES

Description
APPENDIX 1 | PRICING DATA
Bill of Quantities
Summary of Sections/ Schedules
APPENDIX 2A | Contractor's Health & Safety Declaration
APPENDIX 2B | OHS AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993
APPENDIX 3 I DRAWINGS

APPENDIX 1

BOQ/ PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI LOCAL OFFICE - UNDER ILEMBE DISTRICT

NOTES

1. All line items rates that include installation to include costs for labour and transport costs for materials.
2. All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works.
3. Contingencies and Provisional Sums are for the Project and not the Service provider. ***Therefore the use of the Contingencies and Provisional sum allocation is not a given and no payment will be made from this allocation for work that has not been approved by the engineer and duly completed.***
4. Exclude VAT in your line item pricing.
5. Totals per page to be transferred to Summary of Sections page (8) for total quote.
6. Payment will only be considered for those items listed in the BoQ against which **actual expenditure** was incurred.
7. Payment of Time Related P&G's will be pro-rata the progress made and not as per the time elapsed since commencement of the works.
8. In case any items of the BoQ have been priced in such a manner that they lack realism, they will be balanced against other items that are deemed to be underquoted for at the start of the contract.
9. The total of all P&G's excluding Provisional Sums, Contingencies and VAT should not exceed **15%** of the Contract Value

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI - PAGE 1

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	***BILL NO. 1 – PRELIMINARIES***				
A .1	FIXED-CHARGE & TIME RELATED ITEMS ***1***				
A.1.1	Contractual Requirements	Sum	1	=======	R
A.1.2	Establishment of Facilities on the Site :				
A.1.3	Removal of Contractor's Site establishment on completion	Sum	1	=======	R
A.1.4	All costs and obligations to comply with the OHS Act Construction Regulations See Appendix 5 (Contractors Health and Safety Declaration) and STC Section 28 (OHS)	Sum	1	=======	R
A.1.5	Supervision for the duration of the works	Sum	1	======	R
A.2	SUMS STATED PROVISIONALLY BY EMPLOYER'S AGENT [1]				
A.2.1	*Clearing and grubbing of the site& site levelling*				
A.2.1.1	Removal of all vegetation and waste/rubble etc from the site where the units will be placed and site levelling including Mark up	Pro Sum	1	1	R 10 000.00
A.2.2	*Sewer Connection*				
A.2.2.1	Supply and installation of Sewer lines from the Kitchen and toilet to a conservancy tank including Mark-up	Pro Sum	1	1	R 20 000.00
A.2.3	*Water Connection*				
A.2.3.1	To connect water supply from a water meter on the edge of the premises to the Kitchen and Toilets including Mark up	Pro Sum	1	1	R 10 000.00
A.2.4	*Connection to the grit*				
A.2.4.1	Connection of the units to the power grit including a mark up	Pro Sum	1	1	R 50 000.00
A.2.5	CERTIFICATE OF COMPLIANCE (COC)				
A.2.5.1	Issuing of a Certificate of Compliance *with test report* after testing the installation as per the latest regulations of for all general	Sum	1	1	
TOTAL FOR P&G'S – PAGE 1 >> TRANSFER TO SUMMARY					**R**

Section B

12m X 6m OPEN PLAN UNIT

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI -

PRICING SCHEDULE MODULAR 1 – 12.00 X 6.00M (OPEN PLAN) – PAGE 2					
Number of units: 2					
1	**STANDARD ITEMS FOR 1 UNIT**				
	Description	**Unit**	**Qty**	**Rate**	**Amount**
1.1	**Supply and installation of the Modular 1 units**				
	Standard specifications CHASSIS All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members. SUPPORTS Adjustable steel jacks to be placed under the units chassis With pressure dividing stone. (24x) FLOOR Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to chassis (72m^2) FLOOR COVER Belgotex polypropylene fiber carpet (Berber point). 72m^2 WALLS 60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted. ROOF Mono or double pitch (6-10 degrees). Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek (both sides. ROOF CAPPINGS Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x). GUTTERS Two seamless aluminium 12m long Highline gutters (chromadek) with one aluminium down pipe each.(2x) DOORS External: Chromadek clad 38mm panel, with 3 lever lock. (2x) WINDOWS Aluminium frames, pre-manufactured. 1100 x 1200mm, sliding. (7x)	Sum	1		
	SUBTOTAL MODULAR UNIT 1 - PAGE 2			**R**	

	TOTAL PAGE 2: Multiply Subtotal above by number of units (x2) Transfer total to Summary Page 11			**R**	
PRICING SCHEDULE MODULAR 1 – 12.00 X 6.00M (OPEN PLAN) (Ctd) – PAGE 3					
	Description	**Unit**	**QTY**	**Rate**	**Amount**
1.2	**ELECTRICAL RETICULATION** *(Include installation)*				
1.2.1 1.2.2 1.2.3 1.2.4	Power skirting (Le Grande)- 24m Dedicated double computer plug point (2x) Plug points– standard 16Amp (7x) Cabling	Sum	1		
2	**OPTIONAL EXTRAS** *(Include installation)*				
2.1	Wall Mounted Air-conditioners 6000BTU. Carrier Hot & Cold.	No.	4		
2.2	T8 fixtures with 2 x 25W tubing, including lens (cover)	No.	8		
2.3	Distribution board	No.	1		
2.4	Burglar guards for 1100 x 1200mm windows. Must allow for installation of horizontal blinds (see item 2.6).	No.	7		
2.5	Steel burglar gates (25mm square of round tubing minimum) to be installed outside the outside doors.	No.	2		
2.6	50mm horizontal blinds (wood) - Hunter Green. To fit window 1100 x 1200mm.	No.	7		
2.7	Supply & installation of outside skirting to cover space between unit bottom and ground level (200-500mm, depending on chassis and jack height). Total length: 36m.	Sum	1		
2.8	Supply of two-tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min.) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks.	No.	2		
2.9	Supply & installation of a fire extinguisher:: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage.	No.	1		
	SUBTOTAL MODULAR UNIT 3 - PAGE 2			**R**	
	TOTAL PAGE 3: Multiply subtotal above by number of units (x2) >> TRANSFER TO SUMMARY PAGE 11			**R**	

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI

Section C

FOUR OFFICE UNIT

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI

PRICING SCHEDULE MODULAR 2 – 12.00 X 3.40M (4 OFFICES) - PAGE 4					
Number of units: 1					
1	STANDARD ITEMS				
	Description	Unit	Qty	Rate	Amount
1.1	Supply and installation of the modular unit 2				
1.1	Standard specifications: CHASSIS All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members. SUPPORTS Screw-in type steel jacks, with pressure dividing stone. (12x) FLOOR Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to chassis. (41m^2) FLOOR COVER Belgotex polypropylene fiber carpet (Berber point). 41m^2 WALLS 60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted. ROOF Mono or double pitch 6-10 degrees. Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek on both sides. ROOF CAPPINGS Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x). GUTTERS One seamless aluminium 12m long Highline gutter (chromadek) with one aluminium down pipe. DOORS External: Chromadek clad 38mm (min.) panel, with 3 lever lock. (4x) WINDOWS Aluminium frames, pre-manufactured. 1100 x 1200mm, sliding. (4x)	Sum	1		
			SUB TOTAL MODULAR 2 - PAGE 4		R

Transfer to Summary Page 11 >>	

PRICING SCHEDULE MODULAR 2 – 12.00M x 3.40M (4 OFFICES) (Ctd) - PAGE 5					
	Description	Unit	QTY	Rate	Amount
1.2	ELECTRICAL RETICULATION *(Include installation)*				
1.2.1 1.2.2 1.2.3 1.2.4	Power skirting (Le Grande)- 12m Dedicated double computer plug points (4x) Plug points– standard 16Amp (6x) Cabling	Sum	1		
2	OPTIONAL EXTRAS *(Include installation)*				
2.1	Wall Mounted Air-conditioners 6000BTU. Carrier Hot & Cold.	No.	4		
2.2	T8 fixtures with 2 x 25W tubing, including lens (cover)	No.	4		
2.3	Distribution board	No.	1		
2.4	Burglar guards for 1100 x 1200mm windows. Must allow for installation of horizontal blinds (see item 2.6).	No.	4		
2.5	Steel burglar gates (25mm square of round tubing minimum) to be installed outside the doors.	No.	4		
2.6	50mm horizontal blinds (wood) - Hunter Green. To fit window 1100 x 1200mm.	No.	4		
2.7	Supply & installation of outside skirting to cover space between unit bottom and ground level (200-400mm, depending on chassis and jack height). Total length: 31m.	Sum	1		
2.8	Supply of two - tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks.	No.	4		
2.9	Supply & installation of a fire extinguisher:: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage.	No.	1		
	TOTAL PAGE 5 MODULAR 2 Transfer to Summary Page 11 >>			R	

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI

Section D

DOUBLE OFFICE UNIT

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI

PRICING SCHEDULE MODULAR 3 – 6.00M x 3.05M (2 OFFICES) – PAGE 6					
Number of units: 2					
1	STANDARD ITEMS				
	Description	Unit	QTY	Rate	Amount
1.1	Supply and installation of the modular 3 unit				
1.1	Standard specifications CHASSIS All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members. SUPPORTS Adjustable steel jacks to be placed under the unit's chassis, if required with pressure dividing stone. (8x) FLOOR Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to chassis. (18m^2) FLOOR COVER Belgotex polypropylene fiber carpet (Berber point). 18m^2 ALL WALLS 75mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted. ROOF Mono or double pitch 6-10 degrees. Top fluted/ribbed 100mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek on both sides. ROOF CAPPINGS Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x). GUTTERS One seamless aluminium 6 m long Highline gutter (chromadek) with one aluminium down pipe.(1x) DOORS External: Chromadek clad 38mm (min.) panel, with 3 lever lock. (2x). Internal WINDOWS Aluminium frames, pre-manufactured. 1100 x 1200mm, sliding. (2x)	Sum	1		
	SUB TOTAL PAGE 6 MODULAR 3			R	

	Multiply Subtotal above by number of units (x2) TOTAL MODULAR 3- PAGE 6 Transfer total to Summary Page 11				

PRICING SCHEDULE MODULAR 3 – 6.00M x 3.05M (2 OFFICES) (Ctd) – PAGE 7					
	Description	Unit	QTY	Rate	Amount
1.2	ELECTRICAL RETICULATION *(Include installation)*				
1.2.1 1.2.2 1.2.3 1.2.4	Power skirting (Le Grande)- 12m Dedicated double computer plug points (4x) Plug points– standard 16Amp (6x) Cabling	Sum	1		
2	OPTIONAL EXTRAS *(Include installation)*				
2.1	Wall Mounted Air-conditioners 6000BTU. Carrier Hot & Cold.	No.	2		
2.2	T8 fixtures with 2 x 25W tubing, including lens (cover)	No.	3		
2.3	Distribution board	No.	1		
2.4	Burglar guards for 1100 x 1200mm windows. Must allow for installation of horizontal blinds (see item 2.6).	No.	2		
2.5	Steel burglar gates (25mm square of round tubing minimum) to be installed outside the outside doors.	No.	2		
2.6	50mm horizontal blinds (wood) - Hunter Green. To fit window 1100 x 1200mm.	No.	2		
2.7	Installation of internal EPS roof height wall 2.9m x 75mm	Sum	1		
2.8	Supply & installation of extra internal door: Insulated panel 75mm thick. Width: 700 - 800 mm <> Height: 1900-2000mm	Sum	1		
2.9	Outside skirting to cover space between unit bottom and ground level (200-500mm, depending on chassis and jack height). Length: 18m.	Sum	1		
2.10	Supply of two - tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks.	No.	2		
2.11	Supply & installation of a fire extinguisher: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage.	No.	1		
	SUB TOTAL MODULAR UNIT 3 (Ctd) PAGE 7 >>			R	
	Multiply Subtotal above by number of units (x2) TOTAL MODULAR 3- PAGE 7 Transfer total to Summary Page 11				

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI

Section E

KITCHEN & TOILETS UNIT

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI

PRICING SCHEDULE MODULAR 4 – 6.00M x 3.05M (KITCHEN & TOILETS) - PAGE 8					
Number of units: 2					
1	STANDARD ITEMS FOR 1 UNIT				
	Description	Unit	QTY	Rate	Amount
1.1	Supply of the modular 4 units				
1.1	Standard specifications CHASSIS All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members. SUPPORTS Adjustable steel jacks to be placed under the units chassis if required with pressure dividing stone. (8x) FLOOR Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to chassis. (18m^2) FLOOR COVER 2mm thick industrial vinyl - 18m^2 d WALLS 60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted. ROOF Mono or double pitch. Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek on both sides. ROOF CAPPINGS Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x). GUTTERS One seamless aluminium 6 m long Highline gutter (chromadek) with one aluminium down pipe.(1x) DOORS External: Chromadek clad 38mm (min.) panel, with 3 lever lock. (2x) WINDOWS Aluminium frames, pre-manufactured. • 1100 x 900mm, sliding (1x) • 500 x 900mm, sliding (1x) • 500 x 500mm, sliding (4x)	Sum	1		
	SUBTOTAL MODULAR 4 - PAGE 8				R
	Multiply subtotal above by number of units required (x2) TOTAL MODULAR 4- PAGE 8 >> Transfer To Summary Page 11				R

PRICING SCHEDULE MODULAR 4 – 6.00M x 3.05M (KITCHEN + TOILETS)(Ctd) – PAGE 9					
	Description	Unit	QTY	Rate	Amount
1.2	ELECTRICAL RETICULATION *(Include installation)*				
1.2.1 1.2.3 1.2.4	Power skirting (Le Grande)- 12m Plug points– standard 16Amp (4x) Cabling	Sum	1		
2	OPTIONAL EXTRAS *(if not separately mentioned, installation is assumed included in the price)*				
2.2	T8 fixtures with 2 x 25W tubing, incl. lens (cover). Must have a waterproofing lens mounted with clips to keep out water vapour & steam (1500 DBL)	No.	2		
2.3	Distribution board	No.	1		
2.5	Steel burglar gates. 25mm square of round tubing (min.) to be installed outside the exterior doors.	No.	2		
2.7	Supply & installation of outside skirting to cover space between unit bottom and ground level (200-400mm, depending on chassis and jack height). Length: 18m.	Sum	1		
2.8	Supply of two - tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks	No.	2		
2.9	Supply and installation of fire extinguisher: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage.	No.	1		
2.10	Supply & installation of toilet pan closed cistern top flush – ceramic, white with solid hard plastic seats, plus cover.	No.	3		
2.11	Supply & installation of toilet division walls (42mm EPS Minimum). Two division panels + 1 front wall of at least 2.00m height	Sum	1		
2.12	Supply & installation of toilet doors: Insulated panel. Width: 700 - 800 mm <> Height: 1900- 2000mm				
2.13	Supply & installation of urinal. Ceramic (white), with flushing mechanism.	No.	1		
2.14	Supply & installation of washing basin ceramic (white), 500-550m long and 350-400mm wide. Include all steel chromium pillar taps. Two taps per basin.	No.	2		
2.15	Two frameless glass mirrors 5mm thick mounted against the wall above the washing basins 300 x 500mm with appropriate clips.	No.	2		
				SUBTOTAL PAGE 9 - MODULAR UNIT 4 (CTD)	R
				TOTAL PAGE 9: Multiply subtotal above by number of units (x2) >> TRANSFER TO SUMMARY PAGE 11	R

PRICING SCHEDULE MODULAR 4 – 6.00M x 3.05M (KITCHEN+TOILETS) (Ctd) PAGE 10					
#	Description	Unit	QTY	Rate	Amount
2	OPTIONAL EXTRAS (CTD) *(if not separately mentioned, installation is assumed included in the price)*				
2.15	Supply & installation of Kitchen Base Units (KB7 – 800 (h) x 545 (d) x 900 (w) with formica kitchen countertop at least 40mm thick	No.	2		
2.16	Supply & installation of Kitchen Drawers (KD2 – 800 (h) x 415 (d) x 568 (w). Panel thickness: 16mm minimum. Two separated cabinets, 2 x 2 hinged doors.	No.	1		
2.17	Supply & installation of Drop-in sink, stainless steel, double bowls, length 1100 – 1250mm. Width: 500-650mm.	No.	1		
2.18	Supply & installation of chrome kitchen deck mixers. One per bowl. Grohe or equivalent.	No.	2		
2.19	Supply & installation of an electrical 6 liter instant geyser under counter.	No.	1		
2.20	Supply of double door Top Freezer Fridge – White or stainless. 140 – 180L. LG, KIC or equivalent	No.	1		
2.21	Supply of Solo microwave oven 20-25L, e.g.: • Samsung 20 L Solo Microwave Oven (MW73AD-B/XTL, Black), • G 20 L Solo Microwave Oven (MS2043DB, Black) • Or equivalent	No.	1		
				SUBTOTAL MODULAR 4 (ctd) – PAGE 10	R
				TOTAL PAGE 10: Multiply subtotal by number of units (2x) >> TRANSFER TO SUMMARY PAGE 11	R

PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI – SUMMARY OF SECTIONS

PRICING SCHEDULE SUMMARY - PAGE 11		
PS/BOQ PAGE NO.	**DESCRIPTION**	**AMOUNT**
1	**PRELIMINAR Y AND GENERAL**	**R**
ST1	**SUBTOTAL P&G'S PAGES 1**	**R**
	Check: **ST1 (P&G excl. Provisional Sums) / ST3 (Total excl. VAT). Should not exceed 15%.**	
2	**Modular 1 (Open Plan) – Standard Items (X2)**	**R**
3	**Modular 1 (Open Plan) – Electrical & Optional Extras (X2)**	**R**
4	**Modular 2 (4 Offices) – Standard Items (x1)**	**R**
5	**Modular 2 (4 Offices) – Electrical & Optional Extras (x1)**	**R**
6	**Modular 3 (2 Offices) – Standard Items (x2)**	**R**
7	**Modular 3 (2 Offices) – Electrical & Optional Extras (x2)**	**R**
8	**Modular 4 (Kitchen & Toilets) – Standard Items (x2)**	**R**
9	**Modular 4 (Kitchen & Toilets) – Electrical & Optional Extras (x2)**	**R**
10	**Modular 4 (Kitchen & Toilets) – Optional Extras (x2)**	**R**
ST2	**SUBTOTAL SECTIONS 2 – 10**	**R**
ST3	**TOTAL LINE ALL SECTIONS (ST1 + ST2)**	**R**
	SUBTOTAL	**R**
	Contingencies 5% of SUBTOTAL	**R**
	SUBTOTAL	**R**
	VAT 15%	**R**
	TOTAL	**R**

APPENDIX 2A - CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Contractors Health and Safety Declaration

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

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

Declaration by Bidder

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

(Tables to be completed by bidder)

TABLE 1: COST OF SAFETY PERSONNEL

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

TABLE 2: COST OF SAFETY EQUIPMENT

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

4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.

5. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.

6. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

7. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER……..…. **DATE** ……..…….

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

PRO FORMA
OHS AGREEMENT

To Be Completed By Appointed Contractor Only

>> TO BE COMPLETED BY APPOINTED CONTRACTOR ONLY <<

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by the Head of Department: Department of Agriculture & Rural Development (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his/her capacity as: .....

AND:

.....

(Hereinafter called the CONTRACTOR) of the other part, herein represented by:

.....

in his/her capacity as: .....

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

[CONTRACT NO.] APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI LOCAL OFFICE - UNDER ILEMBE DISTRICT .

for the implementation of the works as per the Scope of Works and Specifications and Conditions provided in the contract documentation;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

.

Thus signed at ..…….…….……..……. for and on behalf of the

EMPLOYER

on this the …… day of ……..……..…

20……

SIGNATURE:

.....

NAME AND SURNAME:

.....

CAPACITY:

.....

WITNESSES: *1. .....*

2. .....

Thus signed at ……..…….…….. for and on behalf of the

CONTRACTOR

on this the ……day of .....

20……

SIGNATURE:

.....

NAME AND SURNAME:

.....

CAPACITY:

.....

WITNESSES: *1. .....*

2. .....

#	DRAWING NO.	DRAWING REF.	DRAWING DESCRIPTION
1	DR01	N/A	SITE PLAN
2	DR02	N/A	OPEN PLAN OFFICE
3	DR03	N/A	FOUR OFFICE UNITS
4	DR04	N/A	TWO OFFICE UNITS
5	DR04	N/A	KITCHEN AND TOILETS

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY & INSTALLATION OF MODULAR UNITS AND ANCILLARY WORKS FOR MANDENI LOCAL OFFICE - UNDER ILEMBE DISTRICT

OCT 2025

TABLE OF CONTENTS PROJECT TECHNICAL SECTION		
No.	**Section**	**Returnable section?**
1	Table of Contents	NO
2	A | General Notes & Disclaimer	NO
3	B1 | Special Conditions of Contract: GCC 2015 AMENDMENTS	NO
	B2 | Special Conditions of Contract – ADDITIONAL	NO
4	C | Terms of Reference	NO
5	D | Detailed Scope of Works	NO
6	E | Standard Technical Specifications for building works	NO
7	F | List Of Appendices	NO
8	APPENDIX 1: PRICING DATA	YES
	1.1 Bill of Quantities	YES
	1.2 Summary of Sections/ Schedules	YES
9	APPENDIX 2: OHS	
	2A | OHS CONTRACTOR'S HEALTH AND SAFETY DECLARATION	YES
	2B | OHS AGREEMENT (PRO FORMA) IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993	NO
10	APPENDIX 3: DRAWINGS	NO

A | GENERAL NOTES AND DISCLAIMER

1 COMPLETENESS OF THE DOCUMENT

1.1 The information provided in this document is done in good faith. Information regarding subsurface conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.

1.2 No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

2 APPLICABLE STANDARDS

2.1 The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein.

2.2 The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.

2.3 These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

3 CONTRACT DOCUMENTS

3.1 This contract is governed by the Special Conditions of Contract (Section B) and must be read in conjunction with the three (3) **Drawings** (See List of Drawings).

3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.

3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

4 ERRORS

4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.

4.2 In instances were works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote.
If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.

B1 | SPECIAL CONDITIONS OF CONTRACT
Amendments to GCC 2015 (3rd Edition)

This contract will be governed by the General Conditions of Contract (CC 2015 - Third Edition), as per the amendments tabled below (Section B1), as well as by additional Special Conditions of Contract (SCC) (Section B2). If any of the GCC clauses were to contradict or differ from the SCC, the SCC one(s) will prevail.

GENERAL CONDITIONS OF CONTRACT AS PER GCC 2015 (III) AMENDMENTS

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024 (1)

#	SECTION	ACTION	CLAUSE	AMENDMENTS
1	1.2.1	Insert	1.2.1	Any written communication "*(be it electronic or otherwise))* between the parties […] etc
2	1.2.1	Add	1.2.1.3	Extra subclause: "*1.2.1.3 it can be established that any means of electronic written notification by email, short message service or otherwise, can reasonably be expected to have been received by the addressee."*
3	2.2.4	Add	2.2.4.2	*"In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount."*
4	2.3	Add	2.3.2	*The contractor is to provide an estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer's Agent will make a recommendation to the responsible manager who will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.*
5	3.1.1	Replace	3.1.1	"A registered professional in a built environment profession that is appropriate to the Scope of Work" by: "*an Engineering professional in an Engineering field that is appropriate for the Scope of Work, e.g. Agricultural and/or Civil Engineering"*
6	3.3.1	Insert	3.3.1	The Employer's Agent shall be entitled, "*but not without giving prior notice to the Contractor"*, to appoint a person […]etc
7	3.3.3	Remove	3.3.3	*"Notwithstanding the aforesaid"* the powers and […] etc.
8	4.2.2	Add	4.2.2	[…] in terms of Clause 3.3.4. *"Should the Employer's Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of any other persons, he is entitled to instruct the contractor to correct the disputed works at his own costs".*
9	4.4.2	Add	4.4.2 (2)	Sub-clause (2): "*The Department reserves the right to negotiate with the contractor the use of a sub-contractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works."*
10	4.4.5	Remove	4.4.5	Any appointment of a subcontractor "*in accordance with clause 4.4.4"* shall not amount to, etc.
11	4.5.3	Insert	4.5.3	*"Unless specified otherwise in the procurement document",* the Contractor shall be […] etc.
12	4.7.1	Insert (2x)	4.7.1	[…] instructions for dealing therewith. "*The notification duty equally applies to the discovery of graves with human remains."* If, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can make a claim in accordance with Clause 10.1.
13	5.3.2	Replace	5.3.2	Replace "within the number of days stipulated in the Contract Data from the Commencement Date", by *"at the site handover, or at the latest two (02) weeks after site handover, but before commencement of any works",*
14	5.3.2	Replace	5.3.2.1	Replace "terminate the Contract in terms of Clause 9.2:" by: *"suspend the commencement of the work until such time that the documentation is in order".*

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT–MAY 2024 (2)

#	SECTION	ACTION	CLAUSE	AMENDMENTS
15	5.3.2	Add	5.3.2.2	Sub-clause: "*(2) In the sustained absence of the correct documentation, the Employer will terminate the Contract in terms of Clause 9.2."*
16	5.10.1	Remove	5.10.1	*"The Contractor may, in writing to the Employer's Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand.".* If the Contractor suffers[…] etc.
17	5.10.1	Rephrase	5.10.1	If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor "*can submit for consideration to the Employer's agent an Extension of Time for Practical Completion and/or monetary compensation request*" in accordance with Clause 10.1 within 28 days after the cause of the delay occurred.
18	5.13.1	Replace	5.13.1	[…] "the sum stated in the Contract Data" By: "*an amount of up to 0.05% of the contract sum minus the Contingencies"*
19	5.13.1	Remove	5.13.1	*"including special non-working days"*
20	5.13.1	Insert	5.13.1	[…] Practical Completion. "*This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments".* The imposition or […]
21	5.14.1	Replace	5.14.1	"to the requirements for achieving practical completion as set out in the Contract Data" by: *''to the extent that the works can be used for the purpose they were intended."*
22	5.14.3	Add	5.14.3.3	*"The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion."*
23	5.14.4	Insert	5.14.4.1	"As soon as the work referred to in the further list "*(Snaglist")* issued in terms of […] etc
24	5.14.4	Insert	5.14.4	Certificate of Completion *"of Works".*
25	5.15.1	Add	5.15.1	*"Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement, and have established, in consultation with the Employer's agent, that the use of the items left behind does not constitute a health hazard.*
26	5.14.5	Insert	5.15.5	Certificate of Completion *"of Works"*
27	5.14.5.4	Replace	5.14.5.4	"Employer" by: *"beneficiary/ies"*
28	6.1.1	Add	6.1.2	Subclause: *This is a re-measurement Contract in terms of Clause 1.1.1.28 in which the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.*
29	6.2.1	Insert	6.2.1	[…] Employer's Agent, "*if so requested in the Special Conditions of Contract for this Contract or the SLA",* as part of the […], etc.
30	6.4.1.4	Add	6.4.1.4	[…] of Clause 6.5, "*if the pricing schedule solicited rates for day work items".*

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024 (3)

#	SECTION	ACTION	CLAUSE	AMENDMENTS
31	6.4.1	Add	6.4.1.5	*"Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark-up basis."*
32	6.6.1.2.1 6.6.1.2.2	Replace	6.6.1.2	Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor*, "plus the mark-up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%."*
33	6.6.3	Add	6.6.3	[…] Contract price *"and will not be paid out to the Contractor"*
34	6.7.1	Add	6.7.1.1 6.7.1.2	*"Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider if:* *6.7.1.1 The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation;* *6.7.1.2 Reduced numbers, volumes and quantities would warrant consideration as savings*."
35	6.8.1	Add	6.8.1	*"with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5."*
36	6.8.2	Add	6.8.2	"set out in the Contract Price Adjustment Schedule" *"(Section 11.2)."*
37	6.8	Add	6.8.5	<u>New section:</u> "*6.8.5 Price adjustments through balancing of the pricing data* *"6.8.5 Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, the Employer's Agent may request the Contractor to balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period."*
38	6.9.4	Add	6.9.4	At end of clause 6.9.4: […] incorporation in the Permanent Works. "*Any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1."*
39	6.10.1	Replace	6.10.1	"With regards to […] as the Employer's Agent may require) and" […] <u>By:</u> "*The Employer's Agent after having inspected the Works shall prepare a payment certificate provided that enough progress is made, and send it to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit an invoice for payment.* The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify […] etc.

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024 (4)

#	SECTION	ACTION	CLAUSE	AMENDMENTS
40	6.10.2	Insert	6.10.2.1	Extra sub clause *before* present clause 6.10.2 (Present section 6.10.2 becomes 6.10.2.1): *"6.10.2.1 No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regards, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment."*
41	6.10.2.2	Insert	6.10.2.2	Present clause 6.10.2 becomes 6.10.2 2***:*** insert before start of sentence) ***"****6.10.2.2 Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation",* the Contractor shall deliver with his statement, pursuant to Clause 6.10.1.5, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.
42	6.10.2.3	Replace	6.10.2.3	"6.10.2.3 The valuation of such materials shall be shall be "based on" by: "*50% of the total' of* the purchase price […] etc.
43	6.10.3	Add	6.10.3	[…] Contract data. *"Apart from the retention percentage as stated in the contract data, there will be no limit to the amount of Retention money*, *unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies*
44	6.10.6	Remove	6.10.6.2	Entire sub section.
45	7.5.3	Correction	7.5.3	[…] in writing (in which even the shall be deemed to" to be corrected to […] in writing, in which *event the Employer's Agent* shall deemed to have given, etc
46	Chapter 10	Refer	Chapter 10	Where GCC 2015 clauses regarding Claims & Disputes would deviate from procedures used by KZNDARD Legal Services, the latter will prevail.
47	CPAS	Replace	11 11.1 11.2 11.2.1 11.2.2 11.3	Entire Contract Price Adjustment Schedule by*:* *11. CONTRACT PRICE ADJUSTMENT SCHEDULE* *11.1. Contract Price adjustments (CPA's) would only apply to those contracts that actually HAVE price adjustment provisions included in them. Most contracts are of the Fixed Price type.* *11.2. For the determination of contract price adjustment factors, the latest STATS SA Construction Materials Price Indices Statistical Releases will be used. The following tables will be used:* *11.2.1. Table 1 (CPAP Work Group Indices);* *11.2.2. Table 2 (Construction Input Price Index (CIPI) – Material Purchases By Type of Service.* *11.3. Project specific weightings will be used and applied to the relevant workgroups of Tables 1 and 2.*

1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD

1.1. The total contract period will be **Six (06) months**.

1.2. The **construction period** for the Works from site handover up to **practical completion** will be **two (02**) * months.

1.3. **Works** Completion shall be no later than 1 month after the period mentioned under (1.1), when all outstanding work from the snag list has been attended to.

1.4. The **Contract period** will start at the signing of the Contract Form SBD 7.2 and ends with the final (retention) payment after expiry of the Three (03) months' liability period.

2. COMPETENCY OF THE SERVICE PROVIDER

2.1. It is estimated that tenderers should have a CIDB contractor grading designation of **4*CE*** or higher. The contractor is to submit evidence of his/her OWN **Active** registration

3. WATER AND POWER

3.1. The Contractor shall make the necessary arrangements for the provision of any water and power, and will make sufficient back up arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outings.

3.2. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

4. LOCATION OF CAMP

4.1. No housing is available, nor will (temporary) accommodation for staff or labourers be

allowed on the school ground itself.

4.2. No persons other than a night watchman may sleep in the camp, without the approval of the Principal.

4.3. The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the School Principal.

5. HOUSING OF CONTRACTOR'S EMPLOYEES

5.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.

5.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

6. LABOUR SOURCE & CAPACITY

6.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

6.2. The contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

6.3 If applicable, the contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.

6.4 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

7. SECURITY & RISK

7.1. Contractor to make arrangements with the principal regarding working hours and the presence of workers after school hours

7.2. The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employers Agent 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.

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

8.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

8.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

8.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.

8.4. The placement and use of a temporary shipping container inside the school ground for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the School Principal or his/her representative.

8.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.

9. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

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

9.2. Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications) and 8.5 (Reporting of Accidents).

10. DAMAGE TO PROPERTY

10.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.

10.2. Should the Contractor damage underground cable or pipes, or any other damage on property belonging to the school, or any private property including buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department, the Contractor will be required to repair, in a perfect and workmanlike manner, all damage to the approval of the Engineer

10.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

11. DAILY RAINFALL RECORDS

11.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, or if the measured rainfall was not excessive, did not notably hinder the works, and/or did not deviate drastically in terms of the average number of rain days or total rainfall for the month for the area, the Department is under no obligation to grant extension of the completion period on the grounds of inclement weather, or may shorten the requested extension period.

11.2. Refer to GCC 5.12.1 (Extension of time for Practical Completion).

12. INSPECTION OF WORK

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

12.2. The Engineering Representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

12.3. The Engineer must inspect and approve all reinforcement and formwork/shuttering if applicable, prior to pouring any concrete.

13. NOTICE OF COVERING WORK

13.1. The Contractor shall give due notice to the Engineering Representative whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.

13.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineering Representative.

14. SUB-CONTRACTED WORK

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

15. INSURANCES

15.1. Before the commencement of any work, the Contractor is required to provide written proof of the following insurances for the project awarded to them:

15.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.

15.1.2. Public Liability insurance.

15.1.3. All risks (works) policy and Political.

15.2. The Contractor shall provide the Engineering Representative with proof that Insurance has been obtained for the contract period.

16. OCCUPATIONAL HEALTH AND SAFETY

16.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014,* as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:

16.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.

16.1.2. Preparation of safe work procedures.

16.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.

16.1.4. Preparation of a Project H&S File to include all requirements of Table 1 & Appendix 2A.

16.1.5. Contractor to complete the Contractors Health and Safety Declaration in Appendix 2A.

16.1.6. Regular updating of all the foregoing.

16.1.7. Provision of medical certificates of employees.

16.1.8. Provision of PPE and protective clothing for employees

16.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance the contractor will be requested to cease all work and take corrective action.

16.1.10. Provision of forced ventilation (as required when working in confined spaces).

16.1.11. The completion and checking of the safety file upon completion of the works and handing it over to the Department.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHSA Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

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

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

16.4. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS Requirements Table 1 with the construction phase H&S plan where applicable.

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

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

17. QUANTITIES OF WORK

17.1. The Contractor shall receive payment only for the works actually executed and approved by the Engineering Representative.

18. PROGRESS PAYMENTS

18.1. For construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.

18.1. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are generally **excluded** from progress payments until they have been fully installed or fitted or built up. *See amendment to the GCC 2015 item no.40 (Clause 6.10.2.1) for exceptions to this general rule.*

18.2. No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in writing by the Engineer before commencement of the works.

18.3. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.

18.4. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.

18.5. With generally one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, **the contractor must be able to carry about 6-8 weeks of expenditure** before he/she gets paid.

18.6. The contractor shall be paid in up to a **maximum of Seven (7) part payments,** not exceeding the number reflected on the official Order.

18.7. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 19 (Retention).

18.8. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Engineering Representative of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.

18.9. Part payments will be made after the Engineering Representative has approved the work and will be made in accordance with the Retention clause (19).

18.10. The penultimate payment occurs after *Practical completion*. The final payment will be made at *Final (Approval) completion* after the 6 months' liability period when the contractor has dealt with all defects, if any.

19 RETENTION

19.1 If no, or the wrong type of performance guarantee is submitted by the contractor, or if such a submission is in the wrong format or too late, a 10% retention will be automatically withheld on each of the payment certificates up to, but not including Practical completion. Refer to SCC clause [23] and GCC (2015) 6.2.2.

19.2 In case a bank/insurance/performance guarantee was issued, the retention will be 5%.

19.3 The Department will pay out half of this retention, or 5% (2.5%) of the bid value as part of the second last payment at **practical completion** of the works. The remainder, *viz* 5% (2.5%), will be paid out at the end of the defect liability period, 6 months after Completion of Works, the bidder having eliminated all defects (if any).

19.4 In some instances, the Employers Agent may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified if such would be the case.

19.5 GCC 2015 – Sections 6.10.3 (Retention Money) and 6.10.5 (Payment of Retention money) have reference

20 DEFECT LIABILITY PERIOD

20.1 The defect liability period is Three (03) calendar months calculated from the date of the issuing of the Completion of Works Certificate.

20.2 The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

21 CONTINGENCIES

21.1 An amount of 5 % of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. **Payment of the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

21.2 Written approval from the Engineering Representative for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.

21.3 After the need for contingencies has been identified and approved by the Engineering Representative, the contractor will submit a quote for approval to the Engineering Representative for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used. Where these are not available, suppliers' quotes are to be submitted with the Contractor's quote for the agreed upon contingencies.

21.4 The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been approved. The Engineering Representative will take a decision whether the additional work will be warranted and will communicate that decision to the Contractor.

22 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

22.1 The project has to reach practical completion within **Two (02) months,** calculated from the date of the site handover.

22.2 The whole of the Works shall be completed within the Due Completion Date at Completion of Works, which in this case will be no later than **Three (03) months** after the site hand over.

22.3 If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.

22.4 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.

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

22.6 Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.

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

22.8 Refer to the GCC 2015 Clause 5.14 (Completion) and the relevant clauses of sections:
5.5 (Time for Practical Completion) | 5.10 (Delays attributable to the employer)
5.12 (Extention of time for Practical Completion) | 5.13 (Penalty for Delay),
2.2 (Adverse physical conditions) | 2.3 (Technical data)
2.4 (Ambiguity and discrepancy) | 4.8 (Facilities for others).

22.9

23 COMPLETION OF THE WORKS

23.1 Work completion will be established over three stages:

23.1.1 Practical completion

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

23.1.2 Completion of Works

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

231.3 Final Approval completion

Final Completion occurs after expiry of the liability period, 3 months after Completion of Works.

23.2 Completion Certificates for Practical Completion, Completion of Works and Final Approval Completion will be issued by the Engineer after the respective construction phases have been achieved.

24 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

24.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.

24.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.

24.3 The Department will deduct a penalty for late completion of **up to 0.05% of the contract value per working day delay.** This will be deducted from the retention.

24.4 Refer to GCC 2015 Section 5.13 (Penalty for delay).

25 BALANCING OF THE BID

25.1 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

25.2 A bid will be considered to be out of balanced if:

25.2.1 The combined, extended total tendered for the Contractor's General Obligations (Preliminary & General):

25.2.1.1 Fixed Charge Preliminaries
25.2.1.2 Time-Related Preliminaries
25.2.1.3 Provisional Sums

Exceeds a maximum of **15 %** of the contract value (excluding contingencies, contract price adjustment and VAT).

25.2.2 The rate, price or amount tendered for any other item, (taking into account the possible inclusion into the item of other costs factors for the item, like installation and transport), differs substantially from market-related price as determined for that item at around the closing date of the bid.

25.2.3 These adjustments in rectification will be such that increases are balanced by decreases, leaving the bid amount itself unchanged.

25.2.4 Adjustments to be made and agreed upon with the Employer within five (5) working days of having been given written notice by the Employer to make adjustments, failing which the bid or contract may be cancelled.

BID EVALUATION CRITERIA

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

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

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 past 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, where applicable, as per SBD 11.
b) Financial capacity: A pending approval letter from financial institution (i:e. Bank Letter) will not be considered.
c) Proof of valid and active **CIDB (4 CE)** registration where applicable;

4. FUNCTIONALITY EVALUATION

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

4.2. All Contractor who score less than minimum functionality score of 75 points will not be considered for the works

4.3. The evaluation criteria are as in Table 2 below.

TABLE 1: FUNCTIONALITY CRITERIA				
NO.	**EVALUATION MATRIX**	**DESCRIPTION**	**POINTS**	**MEANS OF VERIFICATION**
1.	**Relevant Experience**	Bidders Experience in Supply, Delivery and Assembly of Park home (prefab units) Each project completed will be allocated 05 **points.**	**30**	Proof of Purchase order / Appointment letter. & Completion certificates / Reference letter / proof of payment for those projects submitted For each project attached as experience must all appear on **Annexure B**. (NB: To obtain the maximum of 05 points per project, the bidder should submit the combination of the above documents)
2.	**Resources**	**Financial Capacity** • Evidence of credit facility of a minimum of R 2 Million or more with manufactures to support that the entity is credit worth and can service its creditors. • Proof of Financial capacity with registered Financial Services Board (FSB) of at least R 2 Million or more.	**20**	Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument
		Equipment / Plant Proof of ownership/lease agreement for equipment	**20**	For Company owned equipment: Certified copy of Disc / logbooks Or For leased equipment: • Signed lease agreement / Letter of commitment And

				• Certified copy of Disc/ logbooks under a lessee's name (Fleet to include the following to score the maximum point): must appear on **Annexure B** • Light Delivery Vehicle (LDV) / Truck
3	**Locality**	Proof of Physical address • Office of Bidder outside borders of KZN = **05 pts** • Office of Bidder within borders of KZN **= 30 pts**	**30**	Lease agreement/ Municipal Utility Bill/Copy of Bank Statement (first page only) with address
*** NB: Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 20 points in Experience and maximum points on Resources, the bidder will be disqualified.**		**TOTAL**	**100**	
		Minimum Points	**75**	

5. Price and Specific Goals

5.1. 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 at least 100 % Black owned will be awarded **10/20** points (as per the provisions of KZNDARD SCM Policy), and

ii. Black people **who are Youth** will be awarded 10/20 points (as per the provisions of KZNDARD SCM Policy)

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

5.3. 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.**
- **It is the responsibility of the service provider that the document is correctly completed in full, including document involving the third party.**
- **Service provider must ensure that submitted regulatory compliance documents that are in line with the requirement of this bid.**
- **Irrespective that the service provider has done the work with Department of Agriculture or any other organization.**
- **All submitted bid documents will be treated independently.**
- **Failure to comply with this requirement stated above shall invalidate the bid submitted.**

ANNEXURE B

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

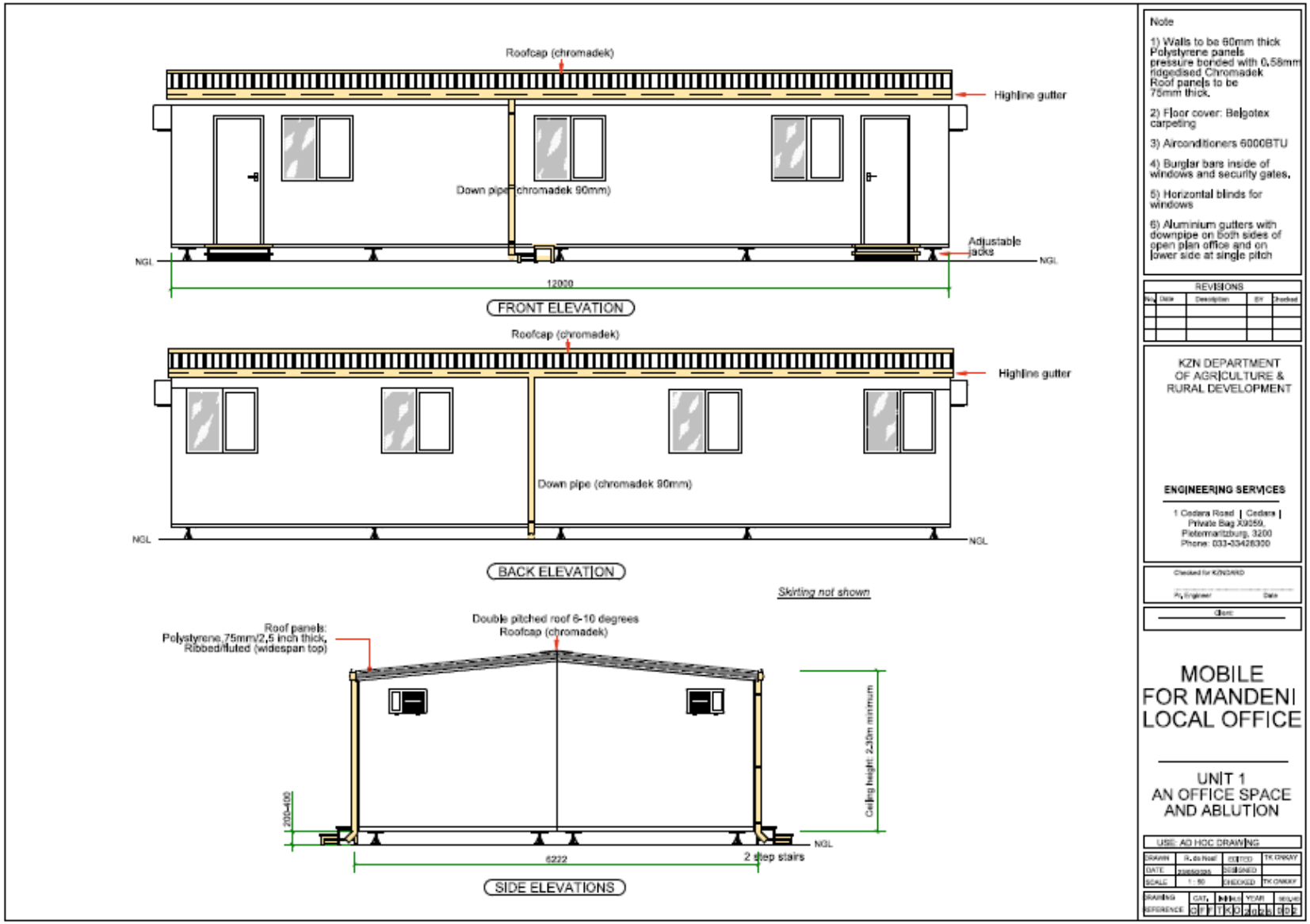
	Client Name	Nature of work	Contract Value	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTAL VALUE					

Signed on behalf of bidder:	Date:

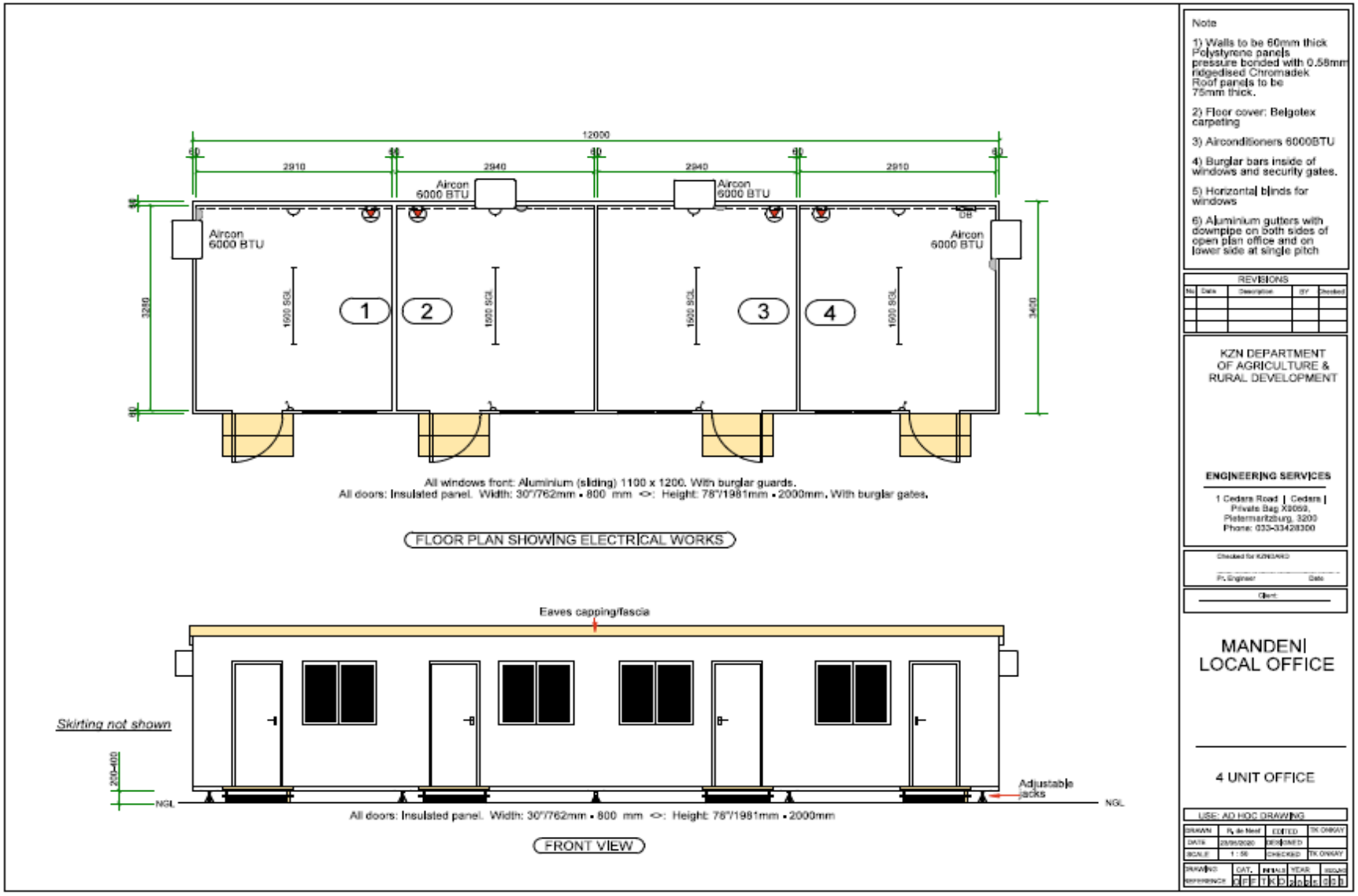
DRAWING 01 | SITE PLAN MANDENI LOCAL OFFICE



DRAWING 02 | OPEN PLAN OFFICE 12m X 6m



DRAWING 03 | FOUR UNIT OFFICE 12m X 3.4m



Note

1) Walls to be 60mm thick Polystyrene panels pressure bonded with 0.58mm ridgedised Chromadek Roof panels to be 75mm thick.

2) Floor cover: Belgotex carpeting

3) Airconditioners 6000BTU

4) Burglar bars inside of windows and security gates.

5) Horizontal blinds for windows

6) Aluminium gutters with downpipe on both sides of open plan office and on lower side at single pitch

REVISIONS				
No	Date	Description	BY	Checked

KZN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT

ENGINEERING SERVICES

1 Cedara Road | Cedara |
Private Bag X9059,
Pietermaritzburg, 3200
Phone: 033-3342800

Checked for KZNDARD

Pr. Engineer Date

Client

MANDENI LOCAL OFFICE

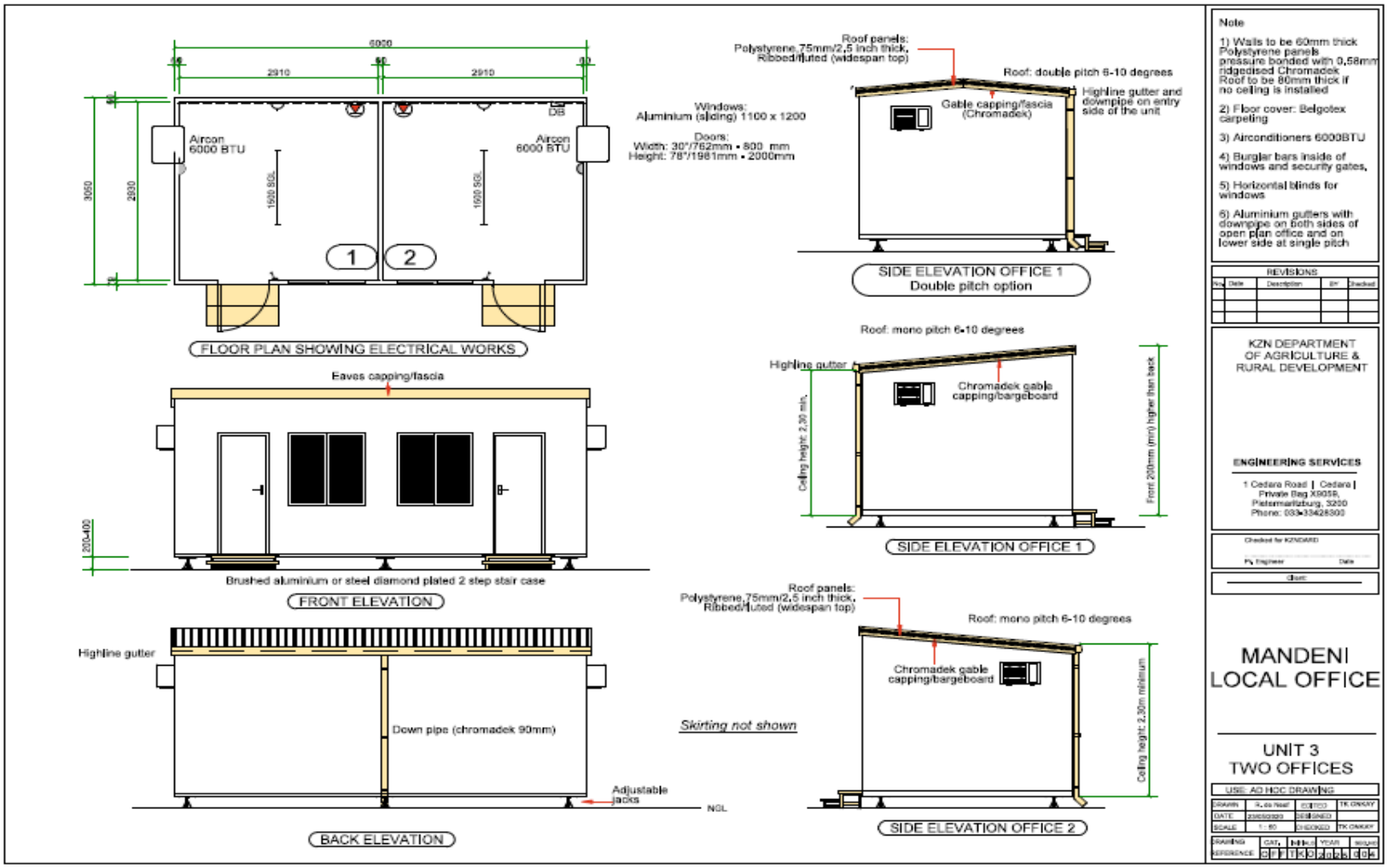
4 UNIT OFFICE

USE: AD HOC DRAWING

DRAWN	N. de Nood	EDITED	TK ONKAY
DATE	23/05/2020	DRAWN	
SCALE	1 : 50	CHECKED	TK ONKAY

DRAWING REFERENCE	CAT.	DETAILS	YEAR	ISSUED
	A	F	T	K	0	7	_	1	1	0	0	h

DRAWING 04 | TWO UNIT OFFICE 6m X 3.05m



DRAWING 05 | KITCHEN AND TOILETS 12m X 3.05m

