



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW
CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT
AREA IN THE EASTERN CAPE REGION**

THREE VOLUME APPROACH:

**VOLUME 1 – TENDERING PROCEDURES
VOLUME 2 – RETURNABLE DOCUMENTS
VOLUME 3 – DRAFT CONTRACT**

NAME OF TENDERER: _____

CRS NUMBER: _____

DECEMBER 2022

Department of Correctional Services
Kirkwood Management Area
Korhaansdrift Road
KIRKWOOD
6120



CONTENTS		
Volume	Number	Heading
Volume 1		Tendering Procedures
	T1.1	Tender Notice And Invitation To Tender
	T1.2	Tender Data
	T1.3	Annex F: CIDB Standard Conditions of Tender
Volume 2		Returnable Documents
	T2.1	List of Returnable Schedules/Documents
	C1.1	Form of Offer and Acceptance
	C1.1a	Final Summary Page
	C1.2	Contract Data
	C2.1	Pricing Instructions
	C2.2	Preliminaries and General & Bill of Quantities
	T2.2a	Resolution for Signatory
	T2.2b	Resolution of Board of Directors to Enter into Consortium or Joint Venture (JV) Agreements
	T2.2c	Schedule of Proposed Sub-Contractors
	T2.2d	Schedule of Key Personnel: Construction Manager
	T2.2e	Schedule of Key Personnel: Construction Supervisor
	T2.2f	Bank Rating
	T2.2g	BBBEE Certificate or Sworn Affidavit
	T2.2n	Record of Addenda to Tender Documents
	T2.2p	Schedule of Plant and Equipment
	T2.2r	Compulsory Enterprise Questionnaire
	T2.2u	CIDB Grading Certificate – Proof of Registration
	T2.2w	Particulars of Electrical Contractor
	T2.2x	Particulars of Mechanical Subcontractor
	T2.2y	Proof of Registration with Centralized Supplier Database
	SBD1	Invitation to Bid: Part A and B
	SBD 4	Declaration of Interest
	SBD 6.1	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017
	SBD 6.2	Declaration Certificate for Local Production and Content or Designated Sectors
	Annex C	Local Content Declaration – Summary Schedule
	Annexure A	Construction Programme
	Annexure B	Company Experience & Contactable References
Volume 3		Draft Contract
		Part C1: Agreement and Contract Data
	C1.3	Fixed Construction Guarantee
		Part C2: Pricing Data
	C2.1	Pricing Instructions
		Part C3: Scope of Work
	C3.1	Scope of Works
		Part C4: Site Information
	C4.1	Site Information
		Part C5: Assessment Report
	C5.1	Assessment Report



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

VOLUME 1: TENDERING PROCEDURES



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

T1.1: TENDER NOTICE AND INVITATION TO TENDER

**T1.1: TENDER NOTICE AND INVITATION TO TENDER****DEPARTMENT OF CORRECTIONAL SERVICES INVITES TENDERS
FOR:**

PROJECT NAME	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
TENDER No.	KIRB 1/2022

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

The attention of tenderers is drawn to the eligibility criteria in the table below. Tenderers are required to familiarise themselves thoroughly with the conditions of tender as contained in the Tender Data (T1.2) and the Standard Conditions of Tender (T1.3) which form part of the tender document. Only tenderers that are responsive to responsiveness criteria contained in the table below are eligible to have their tenders evaluated:

<input checked="" type="checkbox"/>	Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold of 100% for local production and content will be considered. Tenderers are required to comply with the requirements for Local Content and Production for Designated Sectors as described in clause F.4.9 of the Tender Data. Tenders that fail to comply shall not be evaluated further.
<input checked="" type="checkbox"/>	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2ME Or Higher class of construction work, are eligible to have their tenders evaluated. <u>Joint ventures are eligible to submit tenders provided that:</u> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 2ME or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 4. they have a signed joint venture agreement 5. the joint venture has a combined bank rating certificate
<input checked="" type="checkbox"/>	Only tenderers who have access to a suitably qualified and experienced construction manager who will be the single point of accountability and responsibility for the management of the construction works as described in clause F.2.1.2 shall be eligible to have their tenders evaluated.
<input checked="" type="checkbox"/>	Only tenderers who have access to a suitably qualified and experienced construction supervisor as described in clause F.2.1.3 shall be eligible to have their tenders evaluated.
<input checked="" type="checkbox"/>	Tenders that are responsive to the criteria stated above shall be evaluated further in accordance with the conditions of tender as stipulated in the Tender Data (T1.2) and



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

	the Standard Conditions of Tender (as amended), which form part of this tender document.
<input checked="" type="checkbox"/>	Responsive tenders shall be evaluated in accordance with Method 1: Price and Preference.

Preferences are offered to tenderers in accordance with the points systems as below:

☒ 80/20 Preference point scoring system

Preference:		Price:	
B-BBEE Status Level:	20 Points	Price:	80 Points
Total must equal:	100		

1. COLLECTION OF TENDER DOCUMENTS:

- ☐ Tender documents will be provided to CIDB registered suppliers.
- ☐ Minimum required CIDB is 2ME or Higher
- ☐ A compulsory clarification meeting with the representatives of the Employer will take place as follows:

Date: 16 January 2023

Venue: Kirkwood Management Area

Time: 11h00 am

2. ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Procurement Contact:	Ms. Ngoma-Geleba Mr. Luvuyo Mzileni	E-mail	sibonise.ngoma@dcs.gov.za Luvuyo.Mzileni@dcs.gov.za
Tel. No.	042-232 7787/86		

3. DEPOSIT / RETURN OF TENDER DOCUMENTS:

The closing time and date for submission of tenders is **11:00 on the 23 January 2023** where tenders will be opened to the public. The following must be noted by all bidders;

1. Telegraphic, telephonic, telex, facsimile (faxed), email and late tenders will not be accepted.
2. The requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data (T1.2)
3. All tenders must be submitted on the official, hardcopy documents issued with the bid including any addenda issued to prospective bidders by the Department.
4. Tender documents must be deposited in the tender box at the address indicated below:



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

DEPOSITED IN THE TENDER BOX AT:

Department of Correctional Services
Kirkwood Correctional Centre
Korhaansdrift Road
KIRKWOOD
6120
Area Commissioners Office

4. Tenderers shall take note of the following tender conditions-

- ☐ Penalties for late completion will be enforced
- ☐ Tenderers to tender within their CIDB category grade only (2ME or higher)
- ☐ An approved surety will be required
- ☐ Late tenders will not be accepted
- ☐ Failure to complete all supplementary information and the RETURNABLE SCHEDULES may result in the tender being deemed null and void (eliminated)
- ☐ Preferential Procurement Policy Framework Act (PPPFA) principles will apply, whereby a tenderer's submission will be evaluated according to the sum of the Award of Points in respect of the tender value and the status of the enterprise
- ☐ Target Goals are as follows:
 - 80 Points for Price
 - 20 BBEE
- ☐ Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in the disqualification of that tender
- ☐ Tenderers are required to be registered for VAT and must submit an original SARS Tax Clearance Certificate with their tender, in order to be considered

Telegraphic, telexed or faxed tenders will not be considered. The lowest or any tenders need not necessarily be accepted and this project may not be awarded to the most favourable Tenderer, if it is deemed that the Tenderer is over-committed.

COMPILED BY:

Designation	Company Name	Date
Principal Agent	In-house	December 2022
Construction Project Manager	In-house	



CHECKLIST : COMPILATION OF BID DOCUMENTS FOR THE SUPPLY OF GENERAL ITEMS

		Yes	No
1.	Did you take note that price quotations submitted to you must be sent per registered mail if not deposited in the said bid box (see cover letter to bid documents)?		
2.	Did you sign the SBD 1 form?		
3.	Did you submit proof of CIDB Registration – 2ME or Higher		
3.	Did you submit a copy of the CSD registration form?		
4	If you are not the actual manufacturer and source the products from another company, did you obtain and attach a supplier's letter (see form BD 27 and paragraph 2 of the special conditions)		
4.1	Did you take note of the consequences should you omit to attach a supplier's letter (see last sentence of paragraph 17 of special conditions)		
5.	Did you take note of the content of SBD 3.1 (Firm prices)		
6.	Is the SBD 4 (Declaration of interest) completed and signed as required?		
7.	Is the SBD 6.1-form completed and signed and has documentary proof of points claimed provided?		
8.	Are all copies of documents originally certified?		
9.	Take note that no late bids will be considered!		



T1.2: TENDER DATA



T1.2: TENDER DATA

PROJECT NAME	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
BID NUMBER	KIRB 1/2022

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:</p>
F.1.1	The employer is the Department of Correctional Services
F.1.2	<p>The following documents form part of this tender:</p> <ul style="list-style-type: none">• <i>General Conditions of Contract for Construction Works</i>, Third Edition, 2015, issued by South African Institution of Civil Engineering, which the Tenderer shall purchase himself. SAICE, Private Bag X200, Halfway House, 1685. Email: civilinfo@saice.or.za, Tel: (011) 805 5947/8• This tender document issued by the Employer. Project Description - SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION, in which is bound, in a three volume approach: <p><u>Volume 1: Tendering Procedures</u> T1.1 Tender Notice And Invitation To Tender T1.2 Tender Data</p> <p><u>Volume 2: Returnable Documents</u> T2.1 List of Returnable Schedules/Documents C1.1: Form of Offer and Acceptance C1.2: Contract Data C2.2: Bills of Quantities T2.2: The Returnable Schedules/Documents</p>



	<p>Volume 3: The Draft Contract</p> <p>Part C1: Agreement and Contract data</p> <p>C1.3: Fixed Construction Guarantee</p> <p>Part C2: Pricing Data</p> <p>C2.1: Pricing Instructions</p> <p>Part C3: Scope of Works</p> <p>C3.1: Scope of Works</p> <p>C3.2: Project Specific Health and Safety Specification</p> <p>Part C4: Site Information</p> <p>C4.1: Site Information</p>
F.1.4	Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.
F1.6.3	A two-stage system will not be followed.
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit to have their tenders evaluated:</p> <p><u>Individuals must be identified for each of the key personnel listed below.</u></p> <p>F.2.1.1 Key Personnel: Installation Manager</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel who will be the single-point of accountability and responsibility for the management of the works in its employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to Schedule T2.2d: Schedule of Key Personnel – Installation Manager</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 10 working days replace the key personnel listed in T2.2d with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld.</p> <p>A suitably qualified and experienced installation manager who will be the single-point of accountability and responsibility for the management of the works and who possesses, as a minimum, either of the following qualifications and experience:</p> <ul style="list-style-type: none">• A Trade Certificate (NQF Level 4) in the built environment (Mechanical Engineering) with a minimum of 5 years' experience <p>The Curriculum Vitae of all key personnel, must be submitted with the tender submission, appended to Schedule T2.2d. Bidders are referred to clause F.2.23.2 of this tender data for the requirements regarding submission of certificates of qualifications of key personnel.</p>



	<p>F.2.1.3 Key Personnel: Artisan (Trade tested)</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to T2.2e – Artisan</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 10 working days replace the key personnel listed in T2.2e – Artisan with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld.</p> <p>A suitably qualified and experienced Artisan and who possesses as a minimum the following qualifications:</p> <ul style="list-style-type: none"> • A Trade Certificate (NQF Level 4) in the Built Environment (Electrical or Mechanical) with a minimum of 5 years' experience <p>The Curriculum Vitae of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedules T2.2d and T2.2e, respectively. Bidders are referred to clause F.2.23.2 of this tender data for the requirements regarding submission of certificates of qualifications of key personnel.</p>
F.2.7	For particulars regarding a pre-tender site inspection meeting, see Tender Notice and Invitation to Tender T1.1
F.2.12	Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
F.2.13.2	<i>Replace sub-clause F.2.13.2 with the following:</i> Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable ink
F.2.13.3	<i>Add the following:</i> Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.
F.2.13.4	<i>Add the following:</i> The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in the form of a joint venture agreement, in which it is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Failure to provide the joint venture agreement, bound with the tender submission, on the date and time of the closing of the bid, shall render the tender non-responsive.
F.2.13.5	<i>Add the following:</i> The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

	<p>Location of tender box:</p> <p>Department of Correctional Services Kirkwood Management Area Kornhaansdrif Road KIRKWOOD 6120 Area Commissioners Office</p> <p>Identification details: Tender No.: KIRB 1/2022 Title of tender: SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION</p> <p>Name and Address of Tenderer: (to be inserted by tenderer)</p> <p>Sealed Tender with the identification details on the envelope must be placed in the appropriate official tender box at the abovementioned address</p>
F.2.13.6	<p><i>Add the following:</i> A two-envelope procedure will not be followed.</p>
F.2.13.10	<p><i>Add the following:</i> By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is correct and free of misrepresentation.</p>
F.2.15.1	<p><i>Add the following to F.2.15.1:</i> The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16.1	<p><i>Add the following to F.2.16.1:</i> The tender offer validity period is 90 days.</p>
F.2.17	<p><i>Insert the following at the end of the last sentence of the note:</i> ".....elect to do so, provided that the competitive position of the preferred tenderer is not affected"</p> <p>A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. The clarification of a tender offer includes the provision of the priced bills of quantities (Part C2.2: Bills of Quantities).</p>
F.2.18	<p><i>Add the following:</i></p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
F.2.19	<p><i>Add the following:</i> Access shall be provided for inspections, tests and analysis as may be required by the Employer refer to PW371</p>
F.2.22	<p><i>Add the following:</i> Not a requirement.</p>



F.2.23	<p><i>Add the following:</i> The tenderer is required to submit the following:</p> <p>F2.23.1 Broad-Based Black Economic Empowerment Status Level Certificates</p> <p>An valid original or valid, certified copy of a B-BBEE status verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit in terms of the amended B-BBEE codes. Bidders shall not be provided a second opportunity by the employer to submit the B-BBEE certificate of sworn affidavit where it is not provided by the bidder, bound within the bid submission, on the date and time of the bid closing.</p> <p>An entity submitting a tender as a Joint Venture must submit an original valid or valid, certified copy of a B-BBEE status verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit in terms of the amended B-BBEE codes.</p> <p>F2.23.2 Certificates Confirming Educational Qualifications of Key Personnel</p> <p>Tenderers are required to submit certified copies of educational qualifications of key personnel. A certified copy is considered to be valid when the certification is less than three months old on the date of closing of bids. Failure to submit certified copies of key personnel qualifications shall be subjected to a request from SCM to the bidder to submit such certified copies within 7 days of the request. Failure to comply with such request will result in the bid being deemed non-responsive.</p> <p>F2.23.3 CIDB Grading Certificate – Required Grade is 2ME or Higher</p> <p>Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.</p> <p>A Joint Venture must supply the grading as well as the CRS number of all parties to the Joint Venture.</p>
F.3.2	<p><i>Add the following:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
F.3.4.1	<p><i>Add the following:</i> The time and location for opening of the tender offers is:</p> <p>Time: Tenders will be opened immediately after the closing time for receipt of Tenders as stated in the Tender Notice and Invitation to Tender (T1.1), or as stated in any Addendum extending the closing date.</p> <p>Location: Department of Correctional Services Kirkwood Management Area Kornhaansdrift Road KIRKWOOD 6120</p>



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

F.3.5	<i>Add the following:</i> A two-envelope procedure will not be followed.																														
F.3.8	<i>Add the following:</i> Tenders will be considered non-responsive if, inter alia: <div><div>1. the tenderer has failed to attend the compulsory briefing meeting;</div><div>2. the tender is submitted by Telegraphic, telephonic, telex, facsimile (faxed) or email media or if the tender is submitted late.</div><div>3. the tenderer does not comply with the eligibility criteria listed in F2.1 above;</div><div>4. The resolution for signatory is not attached to the tender submission on a company letterhead.</div><div>5. the tenderer has failed to fully complete and sign SBD1, SBD4,. Failure to submit the required information shall be subjected to a request from SCM to the bidder to submit the required information within 7 days of the request. Failure to comply with such request will result in the bid being deemed non-responsive</div></div>																														
F.3.11.1	<i>Add the following:</i> The procedure for the evaluation of responsive tenders is: Price and Preference																														
F.3.11.7	<i>Add the following:</i> The financial offer will be scored using Formula 2 (Option 1): $N_{FO} = (1 - (P - P_M) / P_m) \times W_1$ Where; N_{FO} = number of tender evaluation points awarded for financial offer W_1 = the maximum possible number of tender evaluation points awarded for financial offer as stated in the Tender Notice and T1.1: Notice and Invitation to Tender P_M = the comparative offer of the most favourable tender offer P = the comparative offer of the tender offer under consideration																														
F.3.11.8	<p>Up to 100 minus W_1 (refer F.3.11.7 above) tender evaluation points will be awarded to tenderers according to their B-BBEE status level, determined in accordance with section 9(1) of the Broad-Based Black Economic Empowerment Act (No 53 of 2003), and who have submitted original valid or valid, certified copies of B-BBEE status verification certificates issued by either a verification agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit in terms of the amended BBB-EE codes. The points will be awarded as follows, based on the B-BBEE status level of the tenderer:</p> <table><tr><th>B-BBEE status level of contributor</th><th colspan="2">Number of Points</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>8</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-Compliant Contributor</td><td>0</td><td>0</td></tr></table>	B-BBEE status level of contributor	Number of Points		1	20	10	2	18	9	3	14	8	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-Compliant Contributor	0	0
B-BBEE status level of contributor	Number of Points																														
1	20	10																													
2	18	9																													
3	14	8																													
4	12	5																													
5	8	4																													
6	6	3																													
7	4	2																													
8	2	1																													
Non-Compliant Contributor	0	0																													



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

	<p>A trust, consortium or joint venture will qualify for points for their BBB-EE status level as a legal entity, provided that the entity submits their BBB-EE status level certificate. A trust, consortium or joint venture will qualify for points for their BBB-EE status level as an unincorporated entity, provided that the entity submits their consolidated BBB-EE scorecard as if they were a group</p>
F.3.11.10	<p><i>Add the following new sub-clause:</i></p> <p>The Employer will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none">(a) reasonableness of the financial offer(b) reasonableness of unit rates and prices(c) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none">a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) or proof that he or she has made arrangement with SARS to meet his or her outstanding tax obligations. This will be verified by the Employer on the Centralized Supplier Database. Where the recommended bidder is not tax compliant, the bidder will be notified of the non-compliant status and be granted seven (7) working days to rectify their compliance status with the SARS. The bidder must thereafter provide the Department with proof of its tax compliance which must be verified via the CSD or eFiling.b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;c) the tender or any of its directors is not listed on the Database of Restricted Suppliers kept by the National Treasury and updated from time to time;c) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer's Supply Chain Management System;d) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
F.3.17	<p><i>Add the following:</i></p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
F.4	<p>ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of tender are:</p>
F.4.1	<p>Invalid Tender</p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p>



	<ul style="list-style-type: none">a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);b) if the Form of Offer and Acceptance has not been completed or has not been signed by the authorised representative of the tendererc) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherabled) if the tender offer is not completed in non-erasable ink;e) the Preferential Procurement Regulations, 2017 prescribes that pre-qualifying must be used to advance designated groups.f) only bids with a BBBEE level one (1) to four (4) will be considered.g) The required CIDB grading is 2ME or higher. Failure to comply with required CIDB grading will result in quotation to be non-responsive.
F.4.2	<p>Negotiations with preferred tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none">a) does not allow any preferred tenderer a second or unfair opportunity;b) is not to the detriment of any other tenderer; andc) does not lead to a higher price than the tender as submitted. <p>Minutes of any such negotiations shall be kept for record purposes</p>
F.4.3	<p>General supply chain management conditions applicable to Tender</p> <p>In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:</p> <ul style="list-style-type: none">a) has furnished the Employer with that provider's:<ul style="list-style-type: none">1) full name;2) identification number or company or other registration number; and3) tax reference number and VAT registration number, if any;b) has indicated whether:<ul style="list-style-type: none">1) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;2) the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or3) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state or has been in the service of the state in the previous twelve months. <p>Irrespective of the procurement process followed, the Employer is prohibited from making an award to:</p> <ul style="list-style-type: none">4) a person who is in the service of the state;5) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;6) an advisor or consultant contracted with the Employer; or7) a person, advisor or corporate entity involved with the tender specification committee, or a director of such corporate entity. <p>In this regard, tenderers shall complete Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule will result in the tender not being considered further.</p>



F.4.4	<p>Combating abuse of the Supply Chain Management Policy</p> <p>In terms of the its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:</p> <ul style="list-style-type: none">a) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;b) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;c) been convicted of fraud or corruption during the past five years;d) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; ore) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector. <p>In this regard, tenderers shall complete Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's Past Supply Chain Management Practices. Failure to complete these schedules will result in the tender not being considered further.</p>
F.4.5	<p>Claims arising after submission of tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the tenderer shall be deemed to have:</p> <ul style="list-style-type: none">1) read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.2) visited the site of any proposed works.3) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.4) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy. <p>Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.</p>
F.4.6	<p>Imbalance in tendered rates</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p>



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

	<p>The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F.4.7	<p>Compliance with Occupation Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the service provider is required to ensure that all sub-contractors/sub-consultants or other engaged in the performance of this contract also comply with the above requirements.</p>



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

VOLUME 2: RETURNABLE DOCUMENTS



T2.1 LIST OF RETURNABLE DOCUMENTS



T2.1: LIST OF RETURNABLE SCHEDULES/DOCUMENTS

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

No.	Document Name	Returnable Document
C1.1	Form of Offer and Acceptance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Contract Data	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents based on the GCC Third Edition 2015 & Bills of Quantities & Final Summary	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2a	Resolution for Signatory	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2b	Resolution of Board of Directors to Enter into Consortium or Joint Ventures	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2c	Schedule of Proposed Sub-Contractors	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
T2.2d	Schedule of Key Personnel: Installation Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2e	Schedule of Key Personnel: Artisan	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2n	Record of Addenda to Tender Documents	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2p	Schedule of Plant and Equipment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
T2.2r	Compulsory Enterprise Questionnaire	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2u	CIDB Grading Certificate – Proof of Registration	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2v	Letter of Good Standing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2w	Particulars of Electrical Contractor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
T2.2x	Particulars of Mechanical Subcontractor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SBD 1	Invitation to Bid: Part A and B	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SDB 4	Declaration of Interest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

No.	Document Name	Returnable Document
Annexure A	Supply & Installation Programme	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Annexure B	Company Experience & Contactable References	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2g	BBBEE Certificate or Sworn Affidavit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2y	Proof of Registration with Centralized Supplier Database	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

(The following list of returnable schedules/documents is duplicated from the tables above however these will not appear in duplicate within the tender document. The purpose is to bring to the tenderers' attention the list of returnable documents/schedules that shall be incorporated into the contract)

T2.2: RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

No.	Document Name	Returnable Document
T2.2n	Record of Addenda to Tender Documents	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2d	Schedule of Key Personnel: Installation Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2e	Schedule of Key Personnel: Artisan	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2: OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

C1.1	Form of Offer and Acceptance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Contract Data	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents based on the GCC 2015 Third Edition & Bills of Quantities & Final Summary	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



C1.1 FORM OF OFFER AND ACCEPTANCE

PROJECT NAME	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
BID NUMBER	KIRB 1/2022

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement and installation of **A NEW CENTRE PIVOT IRRIGATION SYSTEM** for the **Department of Correctional Services Kirkwood Management Area**.

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(In words).....

.....

.....Rand;

R..... (In figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data

Signature(s)

Name(s)

Capacity

For the tenderer:

Name &
signature of
witness

.....
Date

.....
(Insert name and address of organisation)



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

PROJECT NAME	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
BID NUMBER	KIRB 1/2022

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.



C1.2 CONTRACT DATA

C1.2 : CONTRACT DATA : GENERAL CONDITIONS OF CONTRACT THIRD EDITION (2015)

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT SPECIFIC DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, Third Edition (2015), the following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.3	Delete the contents of the clause and insert the following: "Certificate of Completion" means the certificate issued by the Employer's Agent stating the date on which completion of the Works was achieved. Certificates of Completion will not be issued for portions or phases of the Works.
1.1.1.13	The Defects Liability Period for the Works shall be 365 calendar days.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that



Clause	Contract Data
	<p>may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for achieving Practical Completion, including the 28 days allowance for finalisation of documentation in terms of Clause 5.3.2 and Clause 5.3.3, is 4 Calendar Months.</p>
1.1.1.15	The Employer is Department of Correctional Services
1.1.1.16	The Employer's Agent means any Principal, Associate Principal or Registered Professional appointed generally or specifically by the management of Department of Correctional Services fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurable Bill of Quantities
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service or messenger and signed for by the recipient or his representative.</p>
1.2.1.2	<p>The address and telephone number of the Employer is:</p> <p>Department of Correctional Services Kirkwood Correctional Centre Korhaansdrift Road KIRKWOOD 6120</p> <p>Telephone Number: 042-232 7787/86</p>
2.4.1	<p>Delete the contents of the clause and insert the following:</p> <p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</p> <ul style="list-style-type: none"> (a) Form of Offer and Acceptance (b) Contract Data (c) General Conditions of Contract



Clause	Contract Data
	<p>(d) Drawings</p> <p>(e) Variations and Additional Clauses to Particular Specifications and Standard Specifications</p> <p>(f) Particular Specifications</p> <p>(g) Standard Specifications</p> <p>(h) Bill of Quantities</p> <p>(i) any other documents forming part of the Contract</p> <p>If an ambiguity or discrepancy between the documents is found, the Employer's Agent shall provide the necessary clarification or instruction.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's</p>



Clause	Contract Data
	Agent within 14 days from the Commencement Date.
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
5.3.1	<p>The documentation required before commencement with Works Execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3.3)</p> <p>Initial programme (Refer to Clause 5.6)</p> <p>A detailed cash flow forecast (Refer to Clause 5.6.2.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p>
5.3.2	<p>The time to submit the documentation required (Refer to Clause 5.3.1) before</p>



Clause	Contract Data
	commencement with Works execution is 14 days.
5.3.3	Replace both periods of "7 days" in Clause 5.3.3 with "14 days".
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works and/or Site Information.
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African statutory public holidays and the year-end break (which commences on 16 December and ends on 05 January).</p>
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: 8,5 cents /R100.00 per day of the Contract Sum.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p>



Clause	Contract Data
	<p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.</p>
5.16.3	The latent defect period is not applicable. Warranty to apply.
6.2.2	<p>Delete the contents of the clause and insert the following:</p> <p>If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of a Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2.</p>
6.8.2	The application of a Contract Price Adjustment factor will not apply to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials will not be allowed.
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials (on site) not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 5% of the Contract Sum.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.11.1.3	Delete "15 per cent" and replace it with "25 per cent".



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Clause	Contract Data
8.6.1.3	The limit of indemnity for liability insurance is R500 000.00 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is one.



Part 2: Data provided by the Contractor

Clause	Contract Data								
1.1.1.9	The name of the Contractor is: _____								
1.2.1.2	The address of the Contractor is: _____ _____ _____								
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"><thead><tr><th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr></thead><tbody><tr><td><i>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i></td><td></td></tr><tr><td><i>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i></td><td></td></tr><tr><td><i>Performance guarantee/surety of 10% of the Contract Sum (Incl. VAT)</i></td><td></td></tr></tbody></table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	<i>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i>		<i>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i>		<i>Performance guarantee/surety of 10% of the Contract Sum (Incl. VAT)</i>	
Type of Security	Contractor's choice. Indicate "Yes" or "No"								
<i>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i>									
<i>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i>									
<i>Performance guarantee/surety of 10% of the Contract Sum (Incl. VAT)</i>									



C2.1: PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS – GCC THIRD EDITION 2015 AGREEMENT

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASETRN CAPE REGION
Tender No:	KIRB 1/2022

C2.1 Pricing Instructions

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

- a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
- b) mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
- c) electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.

2 The agreement is based on the GCC Third Edition 2015. The additions, deletions and alterations to the GCC Third Edition 2015 Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the preliminaries for the use of GCC– Third Addition – 2015. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.

6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, “Department of Public Works: Specifications of Materials and Methods to be used – PW371” and all other relevant documentation.



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

12 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.



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Correctional Services
REPUBLIC OF SOUTH AFRICA

C2.2 BILL OF QUANTITIES



C2.2 BILLS OF QUANTITIES & FINAL SUMMARY

SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION

ITEM NO.	DESCRIPTION			
	1 Pivot:	QTY	RATE	AMOUNT
1.1.	Pivot legs must be manufactured from 90X90X8mm angle iron.	1		
1.2.	The horizontal cross brace must be from 70x70x6mm angle iron.	1		
1.3.	Four-wheel towable units must be available for 165 mm spans up to seven spans. The standard tyre size must be 13.6x24, mounted on a 12x24 galvanised rim.	1		
	2.Spans:			
2.1	All spans must be couple through an external ball and socket joint that does not transfer operating loads from one tower to the next.	1		
2.2	The flexible rubber boot must be replaceable without disengaging towers and without lifting equipment.	1		
	3. Trusses and truss rods:			
3.1.	Truss supports and spreaders must be made from structural pipe (38x2.5mm) and truss rods must be 20mm in diameter.	1		
	4.Drive unit base beam:			
4.1	The drive unit must consist of 65mmx3mm pipe that's 4.5m long with a motor, gearbox and leg brackets welded	1		



	on. High profile models must be 5.9 m long and 165mmx3.5mm thick.			
4.2.	Drive unit legs must be mounted close to the gearbox brackets for superior strength.	1		
	5. Drive unit legs:			
5.1.	Four 100x75x6 legs welded together with 20mm round bar and two 38, 2.5mm diagonal braces from an extremely rigid connection between the base beam and the span.	1		
	6. Drive train:			
6.1.	Each centre drive unit must come in a 1.1 kw 30:1 format.	1		
6.2.	The three phases, 400-volt, 50 Hz motored gearbox must be a fully enclosed irrigation duty motor that is mounted at the centre of each base beam. It must have 50:1-wheel gearboxes that are fitted with 57:15mm output shaft.	1		
6.3	All shafts must have double-lip oil seals with external seal savers. A full cycle expansion chamber, with bellows-type expansion diaphragm and standard on all gearboxes. It must have a high torque driveline universals made from precision die cast aluminium, couple the drive shaft to the motor and gearbox.	1		
	7. Pivot Control			
7.1	The standard system must be an electro mechanical main panel equipped with a direct mm adjustable electronic module.	1		
7.2	The electronically system must be designed to operate from a 400 Volt, 50 Hz, three-phase, four wire power source. A build-in 380/230/24 V step down transformer must come with the 230 V single-phase control circuit. The voltage at the last drive unit must be 420 volt (maximum).	1		
	8. Speed Control	1		
8.1	The system `s speed must be controlled by			



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

8.2	stopping and starting the last tower for predetermined period of time.	1		
8.3	This percentage timer setting must be done by the electronic module in the main panel.	1		
	All panels must have a standard direct mm application dialling features on the "wet" setting.	1		
9. Electrical switches				
9.1	It must be a heavy-duty micro switches and contractors control the forward and reverse circuits at each drive unit. All control equipment must be mounted in a drip-proof tower box.	1		
9.2	It must have a timer in the second-last tower box to shut the system down should it fail to move after a preselected time.	1		
	State the electrical switches:			
10. Run light				
10.1	The run light must be mounted at the last drive unit and indicates when system is in operation.	1		
11. Protective coating				
11.1	All structures components must be galvanized in accordance with SABS 7631977 specifications.	1		
12. Bolts and nuts				
12.1	All bolts and nuts must be electro galvanized and grade 8.8. Locknuts must be used on all truss assemblies.	1		
13. Height of overhang supports				
13.1	The height must be 6.9m with standard tyres (size 13.6x24).	1		
13.2	The towers must be 1 to 2	1		
14. Overhand from socket to wheel				
14.1	Overhang must 0.90m centre to centre.	1		
15. Standard pivot inlet				



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Correctional Services
REPUBLIC OF SOUTH AFRICA

15.1	It must be galvanized flanged pipes and bends that connect the underground mainline to the pivot inlet flange. Provision must be made for the fitting of an electrically or hydraulically operated valve.	1		
16. Electronic control panels				
16.1	It must have a basic APT electronic panel, PAT part circle electronic panel.	1		
17. Wiring				
17.1	Main power leads must be 4mm square copper cables. Control power leads must be 1.5mm square copper cables.	1		
17.2.	The pivot system must provide security system for cable theft	1		
18. GENERAL				
18.1	The pivot system must be installed completely in every respect. An instruction manual containing instructions on handling and maintenance of the pivot system, as well as a spare parts list must be included.	1		
18.2	A test model, if required, must be available for examination and testing purposes by the personnel of the Dept of Correctional Services and/or the Institute of Agricultural Engineering.	1		
18.3	The service centres and field service units available in the immediate vicinity of the specific Management Area	1		
18.4	Supply details and distance of the service centre and field service unit which are situated near the Management Area where the machine is required:	1		
19 DELIVERY				
19.1	The pivot system must be delivered and installed on the specific farm where required in the presence of a representative of the relative agency and an agricultural official of the Department of Correctional Services.	1		
19.2	The working of the pivot system must be fully demonstrated to the agricultural official of the Department of Correctional Services on the farm where it is required.	1		



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

20	GUARANTEE	1		
20.1	At least one (1) year, unconditional as stipulated in paragraph 15 of the General Condition of Contract.			

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE
PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMNT AREA IN THE
EASTERN CAPE REGION –
Part C2.2: Pricing Data
Bill of Quantities
Part D: Summary**

BILL NO.	DESCRIPTION	TOTAL
A	EQUIPMENT SUPPLY AND INSTALL	
B	PC AMOUNTS	R150 000
C	SERVICING / MAINTENANCE – 12 MONTHS	
	NETT TOTAL OF ESTIMATED COST OF WORKS	
	ADD CONTINGENCIES 10% OF NETT TOTAL	
	ESTIMATED COST OF WORKS (EXCL VAT)	
	ALLOWANCE FOR VAT AT 15.0%	
	ESTIMATED COST OF WORKS (INCL. VAT)	
	CARRY FORWARD TO FORM OF OFFER	



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES



T2.2a: RESOLUTION FOR SIGNATORY

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMNT AREA IN THE EASTERN CAPE REGION
Tender No.	KIRB 1/2022

MUST BE ON COMPANY LETTERHEAD

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form. This must be on a company letterhead.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____



T2.2b: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No.	KIRB 1/2022

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submit a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Correctional Services in respect of the following project:

(Project description as per Bid /Tender Document)

Bid Number: _____ (Bid Number as per Document)

2. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

3. The Enterprise accepts joint and several liability with the parties listed under item 1 for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

Postal Code _____

Postal Address:

Postal Code _____

Telephone number: _____

Fax number: _____

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Note:

1. * Delete which is not applicable
2. NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP



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Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD 4



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

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.



with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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 consortium¹ 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.

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



SBD 4

- 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



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD 6.1



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:

<ul style="list-style-type: none"> 1) 2) 3) 	<ul style="list-style-type: none"> level certificate issued by an authorized body or person; affidavit as prescribed by the B-BBEE Codes of Good Practice; requirement prescribed in terms of the B-BBEE Act; 	<p>B-BBEE Status</p> <p>A sworn</p> <p>Any other</p>
--	--	--
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where:

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid



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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted %
ii) The name of the sub-contractor



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD 6.1

- iii) The B-BBEE status level of the sub-contractor
iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:
8.2 VAT registration number:
8.3 Company registration number:
8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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



8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and



(e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD 6.2



SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION

COMPULSORY INFORMATION MEETING

DEPARTMENT OF CORRECTIONAL SERVICES

Prospective bidders must attend the compulsory information meeting to acquaint themselves with the extent of the services required. A completed attendance certificate must be submitted together with the bid document.

Date: 16 January 2023
Time: 11h00
Venue: DEPARTMENT OF CORRECTIONAL SERVICES,
KIRWOOD MANAGEMENT AREA
PRIVATE BAG X602
KIRKWOOD
6120

This is to certify that of (the
company) attended the compulsory
information meeting on the 16th January 2023

.....
SIGNATURE BIDDER

.....
OFFICIAL

.....
RANK



DEPARTMENTAL STAMP



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Correctional Services
REPUBLIC OF SOUTH AFRICA

BD 27



**AUTHORISATION DECLARATION: CONFIRMATION OF SUPPLY AND FINANCIAL
ARRANGEMENTS BETWEEN THE BIDDER AND THIRD PARTY**

BID NUMBER: KIRB 1/2022

DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW
CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMNT AREA
IN EASTERN CAPE REGION

NAME OF BIDDER: _____

CLOSING DATE: 23 JANUARY 2023

Are you sourcing the goods or services from a third party? _____

*If you have answered YES to the above question, please provide full details from whom the items
will be sourced/delivered, in the space provided on the pricing schedule (SBD 3.1).*

**DECLARATION BY THE BIDDER WHERE THE BIDDER IS SOURCING THE GOODS OR SERVICES
FROM A THIRD PARTY:**

1. I, _____ (Bidder) hereby declare the following:
 - The goods or services listed below, is being sourced from a third party in order to comply with the terms and conditions of the bid.
 - The third party has been informed of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed on the SBD 3 (Pricing Schedule).
 - The unconditional written undertaking to supply the goods or services listed in the SBD 3 (Pricing Schedule) in accordance with the terms and conditions of the bid document for the duration of the contract has been received from the third party. See confirmation below.
 - It is confirmed that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
2. The information contained herein is true and correct.
3. Failure to submit the BD 27 may invalidate the bid.
4. It is acknowledged that the Department reserves the right to verify the information contained herein and if found to be false or incorrect, the Department may invoke any remedies available to it in the bid documents.

SIGNATURE BY THE BIDDER:

Signed at _____ on the _____ day of _____ 20__

Signature _____ Full name _____

Designation _____



THIRD PARTY UNDERTAKING – KIRB 1/2022

Note:

- A separate Undertaking must be completed by each Third Party;
- A letter issued on the official letterhead of the third party addressing the information below is acceptable.

To be completed by the third party

Name of Third Party: _____

Physical Address: _____

Telephone number: _____

Facsimile number: _____

E-mail address: _____

It is hereby confirmed that a mutual agreement has been reached between myself and the bidder is therefore authorised to include the products listed in the SBD 3 (Pricing Schedule).

We confirm that we have firm supply and financial arrangements in place, and have familiarized ourselves with the item descriptions, specifications and bid conditions relating to the item/s listed in the table above.

SIGNATURE BY THE THIRD PARTY:

Signature: _____ Full name: _____

Designation: _____

Date: _____



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

T2.2c: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No.	KIRB1/2022

<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.</p>				
	Name and address of proposed Subcontractor	Nature and extent of work	Value of Work	Subcontractor CIDB Grading
1.				
2.				
3.				
4.				
5.				

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2d: SCHEDULE OF KEY PERSONNEL: INSTALLATION MANAGER

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB1/2022

The tenderer is referred to clause F.2.1.2 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the Tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of the individual must be appended to this schedule.

Notwithstanding having appended the Curriculum Vitae of the key personnel to this schedule, the Tenderer must **also** append to this schedule in terms of clause F.2.1.2, a statement for the individual identified, which indicates any field(s) of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CV). Tenderers should indicate what particular aspect of the project the specialization or experience is relevant to.

Name	Qualifications	No. of Years Specified Experience

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2e: SCHEDULE OF KEY PERSONNEL: ARTISAN

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

The tenderer is referred to clause F.2.1.3 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the Tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of the individual must be appended to this schedule.

Notwithstanding having appended the Curriculum Vitae of the key personnel to this schedule, the Tenderer must **also** append to this schedule in terms of clause F.2.1.3, a statement for the individual identified, which indicates any field(s) of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CV). Tenderers should indicate what particular aspect of the project the specialization or experience is relevant to.

Name	Qualifications	No. of Years Specified Experience

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2n: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.



T2.2p: SCHEDULE OF PLANT AND EQUIPMENT

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

**T2.2r: COMPULSORY ENTERPRISE QUESTIONNAIRE**

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number:

Section 3: CIDB/CRS registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, manager, shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Enterprise

Name _____

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act



T2.2u: CIDB GRADING CERTIFICATE – PROOF OF REGISTRATION

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

Tenderers must attach a CIDB registration certificate as per F.2.1.1 of the Tender Data (T1.2)



T2.2x: PARTICULARS OF MECHANICAL SUBCONTRACTOR

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

Name of Mechanical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Signed Date

Name Position

Tenderer.....



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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

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



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

3.5.



Annexure A: Supply & Installation Programme

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

Tenderers are required to submit a supply and installation programme as per the requirements of clause F.3.11.1 of the Tender Data (T1.2). The supply and installation programme must be attached to this Annexure A.



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Annexure B: Company Experience

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

Tenderers are required to submit proof of company experience as described in clause F.3.11.1 of the Tender Data (T.1.2). The portfolio of evidence must be distinguished between that submitted for projects awarded currently under construction and for those projects that are completed. Bidders shall note the requirements for projects awarded currently under construction and those that are completed as described in the functionality evaluation table in clause F.3.11.1.



VOLUME 3: CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA



C1.3: FIXED CONSTRUCTION GUARANTEE

C 1.3: FIXED CONSTRUCTION GUARANTEE-GCC THIRD EDITION 2015

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

General Conditions of Contract for Construction Works, Third Edition (2015)

PRO FORMA PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

.....

"Works" means:

.....

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

Type of Performance Guarantee: (Insert Variable or Fixed)



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

“Expiry Date” means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.



1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;



- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

.....

Capacity

Guarantor's signatory (2)

.....

Capacity

.....

Witness signatory (1)

.....

Witness signatory (2)

.....



C3: SCOPE OF WORKS



C3.1: SCOPE OF WORKS

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM AT KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

DESCRIPTION OF THE WORKS

1 Employer's objectives:

The employer's objective is to have a fully functional centre pivot for the Kirkwood Management Area in the Eastern Cape Region. To this end, an assessment has determined that most of the equipment has been identified for replacement and upgrade in the parlour. This is to be undertaken by a competent Supplier / Contractor. Furthermore some equipment has been identified for servicing and this is to be done simultaneously with the supply and installation of the new milking equipment.

1.1 Overview of the works:

The works comprise of the supply and installation of new centre pivot at Kirkwood Management Area in the Eastern Cape Region. This work will be carried out by contractor(s) with expertise in the following installations: mechanical, electrical and building works. The aim of the work would be to upgrade/replace the milking machine equipment so as to increase the condition rating on the infrastructure and improve the efficiency of the parlour operations.

Certificate of compliance to be provided for all electrical installations to ensure compliance with the relevant regulations.

1.2 Extent of the works:

The Works to be carried out will comprise mainly the following as identified and recommended in the above sections:

Mechanical & Electrical installation, servicing and repairs :

Procurement, installation and commissioning of centre pivot as follows:

The Supply and Installation of the centre pivot irrigation system is for the Kirkwood Management Area in the Sundays River valley.

2 ENGINEERING -

GENERAL TECHNICAL SPECIFICATIONS

MECHANICAL & ELECTRICAL WORKS

1.1 SCOPE



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

This specification covers the contract engineering, manufacture, supply, delivery, erection, cleaning, repairing, wiring, commissioning, testing, and handing over in complete working order ready for immediate use and the subsequent pre-requisite maintenance and guarantee for a period of 12 months for all new plant and equipment necessary for as detailed in the BOQ and relevant specifications.

These specifications, together with the referenced specifications and standards specified in the contract documents, cover the requirements for all work associated with the upgrade of A NEW CENTRE PIVOT IRRIGATION SYSTEM.

Dimensions and measurements can be taken on site for where the equipment will be installed during the tender period subject to prior arrangement with the Area coordinator: Development and Care. Contact details will be provided and are available upon request.

1.2 PRINCIPAL ITEMS OF WORK INCLUDE (Specification):

1 Pivot:	Comply or Not Comply
1.4. Pivot legs must be manufactured from 90X90X8mm angle iron.	
1.5. The horizontal cross brace must be from 70x70x6mm angle iron.	
1.6. Four wheel towable units must be available for 165 mm spans up to seven spans. The standard tyre size must be 13.6x24, mounted on a 12x24 galvanised rim.	
2. Spans:	
2.1. All spans must be couple through an external ball and socket joint that does not transfer operating loads from one tower to the next.	
2.2. The flexible rubber boot must be replaceable without disengaging towers and without lifting equipment.	



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

3. Trusses and truss rods:	
3.1. Truss supports and spreaders must be made from structural pipe (38x2.5mm) and truss rods must be 20mm in diameter.	
4. Drive unit base beam:	
4.1. The drive unit must consist of 65mmx3mm pipe that's 4.5m long with a motor, gearbox and leg brackets welded on. High profile models must be 5.9 m long and 165mmx3.5mm thick.	
4.2. Drive unit legs must be mounted close to the gearbox brackets for superior strength.	
5. Drive unit legs:	
5.1. Four 100x75x6 legs welded together with 20mm round bar and two 38, 2.5mm diagonal braces from an extremely rigid connection between the base beam and the span.	
6. Drive train:	
6.1. Each center drive unit must come in a 1.1 kw 30:1 format.	
6.2. The three phase, 400 volt, 50 Hz motored gearbox must be a fully enclosed irrigation duty motor that is mounted at the centre of each base beam. It must have 50:1 wheel gearboxes that are fitted with 57:15mm output shaft.	
6.3 All shafts must have double-lip oil seals with external seal savers. A full cycle expansion chamber, with bellows-type expansion diaphragm and standard on all gearboxes. It must have a high torque driveline universals made from precision die cast aluminum, couple the drive shaft to the motor and gearbox.	
7. Pivot Control	



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

<p>7.1 The standard system must be an electro mechanical main panel equipped with a direct mm adjustable electronic module.</p> <p>7.2 The electronically system must be designed to operate from a 400 Volt, 50 Hz, three-phase, four wire power source. A build-in 380/230/24 V step down transformer must come with the 230 V single-phase control circuit. The voltage at the last drive unit must be 420 volt (maximum).</p>	
<p>8. Speed Control</p> <p>8.1 The system `s speed must be controlled by stopping and starting the last tower for predetermined period of time.</p> <p>8.2 This percentage timer setting must be done by the electronic module in the main panel.</p> <p>8.3 All panels must have a standard direct mm application dialing features on the "wet" setting.</p>	
<p>9. Electrical switches</p> <p>9.1 It must be a heavy-duty micro switches and contractors control the forward and reverse circuits at each drive unit. All control equipments must be mounted in a drip-proof tower box.</p> <p>9.2 It must have a timer in the second-last tower box to shut the system down should it fail to move after a preselected time.</p> <p>State the electrical switches:</p>	
<p>10. Run light</p> <p>10.1 The run light must be mounted at the last drive unit and indicates when system is in operation.</p>	
<p>11. Protective coating</p> <p>11.1 All structures components must be galvanized in accordance with SABS 7631977 specifications.</p>	
<p>12. Bolts and nuts</p>	



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

12.1 All bolts and nuts must be electro galvanized and grade 8.8. Locknuts must be used on all truss assemblies. State the type:	
13. Height of overhang supports	
13.1 The height must be 6.9m with standard tyres (size 13.6x24).	
13.2 The towers must be 1 to 2	
14. Overhand from socket to wheel	
14.1 Overhang must 0.90m centre to centre.	
15. Standard pivot inlet	
15.1 It must be galvanized flanged pipes and bends that connect the underground mainline to the pivot inlet flange. Provision must be made for the fitting of an electrically or hydraulically operated valve.	
16. Electronic control panels	
16.1 It must have a basic APT electronic panel, PAT part circle electronic panel.	
17. Wiring	
17.1 Main power leads must be 4mm square copper cables. Control power leads must be 1.5mm square copper cables.	
17.2. The pivot system must provide security system for cable theft	
18. GENERAL	
20.1 The pivot system must be installed completely in every respect. An instruction manual containing instructions on handling and maintenance of the pivot system, as well as a spare parts list must be included.	
20.2 A test model, if required, must be available for examination and testing purposes by the personnel of the Dept of Correctional Services and/or the Institute of Agricultural Engineering.	
18.3 Are service centers and field service units available in the immediate vicinity of the specific Management Area?	
18.4 Supply details and distance of the service centre and field service unit which are situated near the Management Area where the machine is required:	



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

21 DELIVERY	
21.1 The pivot system must be delivered and installed on the specific farm where required in the presence of a representative of the relative agency and an agricultural official of the Department of Correctional Services.	
21.2 The working of the pivot system must be fully demonstrated to the agricultural official of the Department of Correctional Services on the farm where it is required.	
22 GUARANTEE At least one (1) year, unconditional as stipulated in paragraph 15 of the General Condition of Contract. Maintenance /Servicing to kick in once warranty has lapsed.	



C4: SITE INFORMATION

C4.1: SITE INFORMATION

Project Name:	SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF A NEW CENTRE PIVOT IRRIGATION SYSTEM TO KIRKWOOD MANAGEMENT AREA IN THE EASTERN CAPE REGION
Tender No:	KIRB 1/2022

C4 Site Information

1. GENERAL

The site is defined as the existing Centre Pivot to KIRKWOOD prison premises in the Eastern Cape region. The Mechanical Assessment Report provides more descriptive detail and photographs.