



agriculture & rural development

Department:
Agriculture and Rural Development
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

AgriCentre Building Cnr. Dr. James
Moroka and Stadium Rd
Private Bag X2039,
Mmabatho
2735

DEPARTMENT OF AGRICULTURE
& RURAL DEVELOPMENT

HEAD OF DEPARTMENT
Private Bag X 2039, Mmabatho, 2735

18-10-2023

09:10 RECEIVED

Tel: +27 (18) 389 5297/5151

NORTH WEST PROVINCE

Fax: +27(18) 384 4571

Email: Matshekam@nwpg.gov.za

CHIEF DIRECTORATE: FINANCIAL MANAGEMENT SOUTH AFRICA



INVITATION TO BID

13 DARD 26/2023: REFURBISHMENT OF PIGGERY AND POULTRY HOUSES AT TAUNG AGRICULTURAL COLLEGE

You are invited to submit a bid for the service as indicated in the attached bid documents.

1. The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract (GCC).
3. Kindly receive attached the following bid documents:
 - 3.1. SBD 1- Invitation to Bid Form
 - 3.2. SBD 4- Declaration of Interest
 - 3.3. SBD 6.1 Specific Goals
 - 3.4. SBD 6.2 Local Production and Content

Bidders are expected to complete ALL SBD forms with truthful and accurate information.

- 3.5. Terms of reference
- 3.6. General conditions of contract (GCC)
4. **NB: - Failure to declare any connection with person/s employed by NW-DARD (SBD 4 paragraph 2.2); as well as any other interest in any other related enterprise whether bidding or not for this contract (SBD 4 paragraph 2.3) would imply misrepresentation of facts then lead to elimination of the bid.**
5. All the documents accompanying this invitation to bid must be completed in detail, be sealed in an envelope, and be deposited in the bid box before the closing date and time as follows:

Location of bid box: Department of Agriculture and Rural Development

Physical Address: AgriCentre, Cnr. Dr. James Moroka and Stadium Road, Mmabatho

Identification details: REFURBISHMENT OF PIGGERY AND POULTRY HOUSES AT TAUNG AGRICULTURAL COLLEGE.

Closing Time : 11H00

Closing Date : 17 November 2023 at 11H00.

Compulsory briefing session:

Date: 03 November 2023

Venue: Taung Agricultural College

Time: 11H00

Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Department.

6. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.
7. The Department of Agriculture and Rural Development reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
8. For more information, please contact the following:

Department : Department of Agriculture and Rural Development

Contact Person: Mr L.S. Mothibi - 018 389- 5053: Email: smothibi@nwpq.gov.za

Technical : Mr P Nchabeleng 0765055393 Email: Pnchabeleng@nwpq.gov.za

9. BID REQUIREMENTS

- 9.1 Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- 9.2 Bids will be valid for a period of 90 days after closing.
- 9.3 All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.

10. REQUIRED DOCUMENTATION

The prospective bidders are required to provide the following documentation which will be used for **phase 1 of the evaluation of Mandatory Requirements:**

- 10.1. Standard Bidding Documents (Original, fully completed and signed where applicable)
- 10.2. SARS Tax Pin
- 10.3. In case of Joint Venture, a valid SARS Tax Pin of all partners and Joint Venture Agreement should be submitted.

- 10.4. Proof of registration on the **Central Supplier Database (CSD)**
- 10.5. A Valid CIDB **3GB/3CE or higher** grading certificate.

11. EVALUATION METHODOLOGY:

The Evaluation Processes will entail the following phases:

Phase 1- Evaluation on mandatory requirements as stated in clause 10 above.

Phase 2- Technical/ functional Requirements and bidders who obtain **70%** or more will be passed over to the next phase.

Phase 3 – Preferential Point System

Evaluation in terms of Preferential Procurement Policy Framework Act, i.e Evaluation on points for Specific goals and Price

Total points for Price and specific goals will not exceed 100

T.Z. MOKHATLA (MR)
HEAD OF DEPARTMENT

DATE

TERMS OF REFERENCE:

REFURBISHMENT OF PIGGERY AND POULTRY HOUSES AT TAUNG AGRICULTURAL COLLEGE

1. INTRODUCTION

The Agricultural Sector Strategy of 2001 refers to several reforms that have reshaped the sector over the last ten years and recommends strategic interventions for achieving the vision of a united and prosperous agricultural sector. The Comprehensive Agricultural Support Programme (CASP) is a vehicle in the realization of the set vision.

The program intends to bring about agrarian reform by supporting previously disadvantaged farmers to can farm at the commercial scale of farming. The mandate of the Branch of Agriculture is to ensure that there is agricultural growth and development in the province with the focus on improving agricultural productivity, technical empowerment, poverty alleviation, income generation, and job creation throughout the agricultural sector. Subsequently development programs which include amongst others CASP have been put in place as catalysts in the realization of the set objectives.

The Agricultural Producer Support and Development Chief Directorate is in the process of implementing this action-oriented program (CASP) throughout the province. The program aims to provide agricultural support services to farmers through district services, to ensure that there is sustainable management of agricultural resources, sustainable agricultural development and meaningful contribution to the economy of the North West Province.

It is against this background that the Department of Agriculture and Rural Development (DARD), through its Agricultural Producer Support and Development (APSD) seeks to appoint competent and suitably qualified service provider for the refurbishment of piggery and poultry houses, at Taung Agricultural College.

2. BACKGROUND

This Request for Bids (RFB) documents details the scope of work with regard to the refurbishment of piggery and poultry houses at Taung Agricultural College within DR RSM District. The RFB incorporates, as far as possible, the tasks and responsibilities of the potential service provider, required by the North West Department of Agriculture and Rural Development (NW-DARD) in terms of refurbishment of piggery and poultry houses.

NW-DARD has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under section 76 of the Public Finance Management Act 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

3. PURPOSE OF THIS RFB

The purpose of this Request for Bids (RFB) is to invite interested and qualified service providers to submit competitive bids for the refurbishment of Piggery and Poultry house at Taung Agricultural College.

4. APPOINTMENT TERMS

- 4.1. The successful service provider will be appointed for the duration of the project as outlined and signed in the Service Level Agreement (SLA).
- 4.2. Once bids have been received, evaluated, and adjudicated upon, only the successful bidder will be approached to enter into a formal agreement with the Department.
- 4.3. The successful bidder will be required to source unskilled labour from local communities.
- 4.4. Site Service level agreement should be signed before Purchase Order is issued to the successful bidder.

5. LOCALITY

The site for refurbishment of piggery and poultry houses, at Taung Agricultural College, under DR RSM District. Location of the site is as follows:

Site Briefing will be at: **Taung Agricultural College**

6. PROJECT DESCRIPTION

The project work execution is to be prepared and implemented in three phases as described below:

- 6.1 Site establishment.**
- 6.2 Supply of all materials and equipment.**
- 6.3 Installation of the facility.**
 - 6.3.1 Foundations and concrete work.
 - 6.3.2 Steel work.

- 6.3.3 Roofing
- 6.3.4 Electrical and plumbing work
- 6.3.5 Painting

This contract covers **all 3 phases**.

7. SCOPE OF WORK

The following are the detailed scope of works for the project. Details of these works are specified in **Project Technical Specifications**. This contract entails the regulatory, site clearance, supply of all materials and equipment installation.

7.1 Preparatory

7.1.1 **Regulatory:** verification of all municipal by-laws and authorization before construction.

7.2 Implementation

7.2.1 Site establishment;

7.2.2 **Earthworks for** : support structure, foundations and trenching, etc;

7.2.3 Supply and delivery of all **building materials and equipment** to site.

8. SPECIAL CONDITIONS

- 8.1. Where an entity forms a joint venture or a consortium with (an) other entities(y), the parties to this agreement must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.
- 8.2. All prospective bidders (s) shall have to treat all available data provided by the Department in the process as strictly confidential and not for any form of distribution or use unless an express written approval is obtained from the Head of the Department in advance.
- 8.3. Successful bidders must be in a position to establish site within one (1) week and actual work to start within two (2) weeks from receipt of an official order.
- 8.4. The service provider who meets the minimum requirements in terms of the evaluation will be considered for appointment.

9. LOGISTICAL ARRANGEMENTS

- 9.1. The prospective bidders will be expected to complete SBD documents when submitting bids. The quotation or bid will include the details of the assignment and will be evaluated in terms of Preferential Procurement Policy Framework Act 05 of 2000 and Regulations of 2022.

- 9.2. Once appointed, an order number will be issued to the service provider which must be used in all future financial related correspondence.
- 9.3. No up-front payments will be made. DARD will pay for satisfactory completion of work within 30 days of submission of the invoice.

10. TIME FRAMES

The successful bidder will be expected to establish site within one (1) week of appointment. If there is a delay, reasons should be provided and agreed upon by both parties. The timeframe for the completion of different activities will be specified in the SLA and must be strictly adhered to. Delivery schedule must be submitted together with the quotations.

11. CANCELLATION

DARD reserves the right to cancel the contract if the service provider fails to adhere to the conditions of the contract.

- 11.1. On termination of the contract for whatever reason, the service provider shall on demand, deliver, without the right to retention all documents and information gained in terms of this agreement.

12. CONTRACTUAL ARRANGEMENTS

A standard agreement will be drawn up detailing all contractual obligations and it will be expected of the service provider to sign such with the Department. The Department will become the owners of any intellectual property that may be a product or an outcome of this project.

13. EVALUATION METHODOLOGY

DARD has set minimum standards (Gates) that a bidder needs to meet to be evaluated and selected as a successful bidder(s).

- 13.1 The minimum standards consist of the following:

- 13.1.1 Administrative Evaluation Criteria (Phase 1) – Evaluation on mandatory requirements
 - 13.1.2 Technical Evaluation Criteria (Phase 2) – Bidder(s) must attain a minimum of 70 out of 100 points to be in the list of approved service providers. This might include physical visits.
 - 13.1.3 Preference Points (Phase 3) – Price and Specific goals

13.2 Phase 1- Evaluation on Mandatory requirements:

This phase will entail initial screening of bid responses received at close of bid. During this phase bid responses are registered and to ascertain the number of

bid responses received before the closing date and time and to verify if the bidders submitted all mandatory requirements.

The prospective bidders are required to ensure that original bid documents are completed and signed where applicable and ensure that the following documents are submitted:

13.2.1 Standard Bidding Documents (Original, fully completed and signed where applicable)

13.2.2 SARS Tax Pin

13.2.3 In case of Joint Venture, a valid SARS Tax Pin of all partners and Joint Venture Agreement should be submitted.

13.2.4 Proof of registration on the **Central Supplier Database (CSD)**

13.2.5 **A Valid CIDB 3GB/3CE or higher grading certificate.**

During this stage, bids that do not comply will be disqualified, and will not be considered for the second stage of evaluation i.e., technical/functional capability and ability.

13.3 Phase 2 – Technical / functional Requirements:

This evaluation will be based on the responses using the resource requirements i.e., equipment and machinery, previous experience, and financial strength. The threshold values set for the qualification of bid is 70 % or 70 out of 100 and all the bidders who score below this score will be eliminated.

13.3.1 The bidder(s') information will be scored according to the following points system:

NO.	CIRTERIA	MAXIMUM SCORE						
1. Experience on similar job and Proven Track Record	Proof of experience and expertise in the Field and proven track records. To this effect, Bidders are required to attach completion certificates from previous contracts.							
Company Profile	<p>A Comprehensive Organizational Profile (Preferably Maximum three Pages)</p> <ul style="list-style-type: none"> • Submitted maximum 3 pages = 20 • No Submission = 0 							
1.2 Value of Projects	<p>The contractor to provide previous similar projects bidding undertaken cumulatively in the last 5 years accompanied by a completion certificate/s signed by Project Manager as proof with the following values:</p> <table border="1" data-bbox="441 1028 1355 1185"> <tr> <td data-bbox="441 1028 1355 1080">Above R 2 000 000 = 30</td><td data-bbox="1355 1028 1529 1080"></td></tr> <tr> <td data-bbox="441 1080 1355 1131">R 1 000 001- R2 000 000 = 20</td><td data-bbox="1355 1080 1529 1131"></td></tr> <tr> <td data-bbox="441 1131 1355 1185">R100 000 – R1 000 000 = 10</td><td data-bbox="1355 1131 1529 1185"></td></tr> </table>	Above R 2 000 000 = 30		R 1 000 001- R2 000 000 = 20		R100 000 – R1 000 000 = 10		
Above R 2 000 000 = 30								
R 1 000 001- R2 000 000 = 20								
R100 000 – R1 000 000 = 10								
1.3 Number of Projects	<p>Previous Track Record of similar work done by the contractor in the last five years: (Proof of completion certificates must be attached)</p> <table border="1" data-bbox="441 1343 1355 1491"> <tr> <td data-bbox="441 1343 1355 1394">1 completion certificate = 10</td><td data-bbox="1355 1343 1529 1394"></td></tr> <tr> <td data-bbox="441 1394 1355 1446">2-3 completion certificates = 20</td><td data-bbox="1355 1394 1529 1446"></td></tr> <tr> <td data-bbox="441 1446 1355 1491">More than 3 completion certificates = 30</td><td data-bbox="1355 1446 1529 1491"></td></tr> </table>	1 completion certificate = 10		2-3 completion certificates = 20		More than 3 completion certificates = 30		
1 completion certificate = 10								
2-3 completion certificates = 20								
More than 3 completion certificates = 30								
2.Project Implementation Plan	<p>Delivery Schedule - Construction programme must be submitted together with the quotations indicating that the works will be completed within 60 calendar days.</p> <ul style="list-style-type: none"> • Delivery within the stipulated period submitted = 20 • Delivery not within the stipulated period submitted =10 • No submission = 0 							
TAL POINTS	NB: Minimum Threshold: Bidders scoring less than 70 points during this stage would not be considered for the next stage of evaluation	100						

Kindly note that the shortlisted bidders may be subjected to site inspections where the information submitted will be verified.

13.4 Phase 3 – Price and Specific goals of Contributor Points

This stage will entail evaluating price and Specific goals

14 DEPARTMENTAL RIGHT

The Department reserves the right to award the bid in its entirety to one successful bidder or to award individual units or structures to various bidders.

15 DURATION OF THE CONTRACT

The successful bidder/s will enter into a once off contract with the department clearly stipulating terms and conditions of the agreement. The required deliverables will be communicated and agreed upon with the bidder. The contracted bidder/s will be legally bound to deliver within the set duration of the contract.

16 Enquiries

Technical Enquiries: Mr. P Nchabeleng, 0765055393

pnchabeleng@nwpq.gov.za

Project Leader Enquiries: Mr. T Malala 0828891890 – tmalala@nwpq.gov.za

17. PROJECT TECHNICAL SPECIFICATIONS

IMPORTANT:

The Contractor should consult the Engineer for advice in case the Drawings or Bill of Quantities were to contradict in any way any of the specifications listed below.

17.1 PRELIMINARIES AND GENERAL

The Contractor is to note that all insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the Contractors responsibility and attention throughout the contract duration until handover of the project. The Department reserves the right to stop progress of the works until these conditions are complied with.

17.2 PROJECT SPECIFICATIONS

PS17.2.1 Details of Contract

17.2.1.1 Supply and delivery to site of all materials and equipment required for the work.

- 17.2.1.2 Plumbing, painting and roofing.
- 17.2.1.3 Brick mortar
- 17.2.1.4 Connection and installation of all the electrical works.

PS17.2.2 Preliminaries and General

The Contractor is to note that all site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the Contractors responsibility and attention throughout the contract duration until handover of the project. The Department reserves the right to stop progress of the works until these conditions are complied with.

PS17.2.4 Materials and Construction

All materials must conform to SABS specifications for the products. This includes all items such as bricks, brick reinforcement, damp proofing, plumbing and electrical etc. All construction works must conform to the applicable standard specifications and installation requirements as per National Building Regulation (NBR) requirements and manufacturers recommendations.

PS17.2.5 Standard Concrete Mixes

All concrete work purpose shall be ready mix, and concrete strength test certificates to be provided. For situation where the contractor shall not be able get a ready mix, the following prescribed mix shall be used; however, a mechanical concrete mixer shall be used, and the contractor shall provide all concrete strength test certificate. 250 micron "consol plastic USB green" to be placed before casting concrete on the slab.

Concrete Class	Estimated Minimum Compressive Strength in at 28 Days	Maximum Nominal Size of Coarse Aggregate in mm	Proportion of Constituents		
			Cement (Parts) ¹	Fine Aggregate (Parts)	Coarse Aggregate (Parts)
A	10	37,5	1 (= 2 bags)	4	5
B	15	19,0	1 (= 2 bags)	3	4
C	20	19,0	1 (= 2 bags)	2½	3½
D	25	19,0	1 (= 2 bags)	2	3
E	30	19,0	1 (= 2 bags)	2	2½

PS17.2.6 Finishes to In-Situ Concrete

The structure is to have **Class U1 Ordinary Finish**, immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added, and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by rescreening after removing or tamping down the offending aggregate.

PS17.2.7 Foundations

- 17.2.7.1 All foundations are to be on suitable, well compacted material (to extend through any fill material where applicable and well compacted to minimum 95% Mod AASHTO). **The foundation trenches are to be inspected prior to the pouring of any concrete.**
- 17.2.7.2 Final foundation levels 100mm above NGL and to correspond to the floor slab level.

PS17.2.8 Floor Slabs

The soil layer under the floor slab is to be well and uniformly compacted. Backfilling & soil compaction to be according to SABS 1200 DA (3.2; 5.2.3.2). The floor slabs are to be on a leveled base and well compacted to minimum 95% Mod AASHTO – Contractor to supply test results proving compaction results – Department Engineer to be notified of test and observe test procedures. The floor sub base is to be inspected prior to the pouring of any concrete. **The base is to be inspected prior to laying of the damp proofing or pouring of any concrete.**

18 BILL OF QUANTITY

PREAMBLE

- 18.1 The General Conditions of Contract, the Special Conditions of Contract and the Specifications (including the Project Specification) are to be read in conjunction with the Schedule of Quantities.
- 18.2 The Bidder is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.
- 18.3 Any additional work that the contractor deems necessary must first be approved in writing by the site engineer.
- 18.4 Unless otherwise stated, items are measured net in accordance with the Schedule

of Quantities and no allowance has been made for waste.

18.5 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described. Such prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based.

18.6 A price or rate is to be entered against each item in the Schedule of Quantities whether the quantities are stated or not. An item against which no price or rate is entered will be covered by other prices or rates in the schedule and no payment for that item will be made.

**SPECIFICATIONS FOR THE REFURBISHMENT OF PIGGERY AND POULTRY HOUSES
AT TAUNG AGRICULTURAL COLLEGE**

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
A1	Site establishment Site establishment and adherence to occupational health and safety	Count	1		
1.	REFURBISHMENT OF THE BROILER HOUSE				
1.1	PAINTING				
1.1.1	Scrub and wash off all old dirty and worn out paintwork from walls both inside and outside for 905m ²	count	1		
1.1.2	Close up all cracks occurring on walls with a crack sealer (with Pollyfilla or equivalent) and use brickwork and plastering where necessary. (inspection to be done before proceeding to the next item)	count	1		
1.1.3	Repaint the outside of the broiler unit with two coats of cream white exterior oil paint (i.e. use Dulux exterior weather guard or equivalent) for 180m ²	count	1		
1.1.4	Repaint the roof of the broiler unit with red/maroon weather guard roof paint (use Dulux exterior paint or equivalent) for 375m ²	count	1		
1.1.5	Repaint the inside - top of the broiler unit with two coats of Dulux gloss enamel or equivalent cream white interior oil for 175m ²	count	1		
1.1.6	Repaint the inside - bottom of the broiler unit with two coats of gloss enamel Dulux paint or equivalent grey interior paint for 175m ²	count	1		
1.2	DOORS				
1.2.1	Remove all existing steel doors	count	3		

1.2.2	Supply and install new steel doors (i.e. size 2100mm x 840mm x 115mm) similar to existing on site inclusive of mortice locks (i.e. 3 lever lock) and keys. Chamberlain or equivalent	count	3		
1.2.3	Repaint existing steel doors with two coats of red oxide paint and install new mortice locks. Duram or equivalent	count	1		
1.2.4	Repair garage roll up door gears.(Refer to site briefing explanation)	count	1		
1.2.5	Supply and install a new polycarbonate awning of 3m width x 1m length over the entrance door. All joints must be bolt and nutted. Design house or equivalent	count	1		
1.3 ELECTRICITY					
1.3.1	Remove all damaged and worn out electrical wiring	count	1		
1.3.2	Supply and install electrical wiring to all walls and ceiling (Refer to electrician's prescript)	count	1		
1.3.3	Repair and rewire all damaged wall plugs (Refer to electrician's prescript)	count	1		
1.3.4	Supply and install new single switch wall plugs for additional connections inside broiler rooms (Refer to electrician's prescript)	count	4		
1.3.5	Remove all existing fluorescent lights and install new 18W single LED light unit (i.e. LED 1500mm lights) around the building	count	6		
1.4 PLUMBING AND WATER SUPPLY					
1.4.1	Refurbish and replace where necessary the existing 22mm HDPE water supply line of water inside the broiler house. (Refer to site briefing explanation)	count	1		
1.4.2	Supply and install a 100m x 40mm HDPE Class 6 pipe including all excavation (0.3m x 0.3m x 80m trench), backfilling, and compaction and connection fittings.	count	1		

1.4.3	Supply and replace the existing 150L water tank with 500L JoJo or equivalent water storage tank including installation of all connection fittings.	count	1		
1.4.4	Supply and install new belly drinkers- including all connection fittings. (10 x 12L belly drinkers). Poltek MK6 or equivalent	count	1		
1.4.5	Supply and install stainless steel nipple lines with cups including all connection fittings (i.e. 2 x nipples lines with cups, 20 nipples per line). Poltek MK6 or equivalent	count	1		
1.5	OTHER ITEMS				
1.5.1	Supply and install welded expanded mesh 25mm x 25mm x 2.5mm welded mesh on the ventilation area of the roof to prevent entry of birds for 25m ²	count	1		
1.5.2	Repair all roof leakages using SABS approved water proofing membrane. Duram or equivalent	count	1		
1.5.3	Remove and replace the existing gas brooder lines.	count	1		
1.5.4	Supply and install 550W electrical brooder complete with the 175W infrared lamp. Poltek 1043 or equivalent	count	2		
1.5.5	Supply and install gas brooder for 600 birds. Poltek 938 or equivalent	count	2		
1.5.6	Supply and install 48kg LP gas cylinders including all connections, accessories and steel cages.	count	4		
1.5.7	Cast a 15MPa concrete apron - 75mm thick x 1200mm wide x 60m complete with expansion joints and wood float finish.	count	1		
1.5.8	Supply and install 300mm x 200mm steel signage boards (feed storage x2, storeroom, bio security unit, broiler rearing house x2, layer house, office, kitchen, grading unit, production unit) with college logo as per the provided design	count	1		
1.6	BIO-SECURITY UNIT				
1.6.1	Close-up existing waste water channel in the proposed storage area by means of 15mpa	count	1		

	concrete mixture. Refer to explanation during site briefing				
1.6.2	Remove and dismantle the existing chicken rail line	count	1		
1.6.3	Construct a single brickwork for a diving wall to separate the proposed storage area and the bio-security room including plastering and all finishes for 15m ² – brick force every third layer	count	1		
1.6.4	Remove and dismantle existing taps, pipeline, soap dispenser and air conditioner cage from the proposed storage area	count	1		
1.6.5	Clean up and repaint the existing electrical DB box with one coat of oxide paint similar to existing or to match the existing colour. Duram or equivalent	count	1		
2	INDIGENOUS CHICKEN HOUSE				
2.1	ROOF REPAIRS				
2.1.1	Remove the existing and damaged IBR sheets, purlins and rafters	count	1		
2.1.2	Supply and install to the house, new timber purlins(75mmx75mm) and rafters(150mmx25mm) with all accessories including beam filling	count	1		
2.1.3	Supply and install to the house new 0.55mm x 760mm IBR sheeting inclusive of all relevant accessories (Refer to site briefing explanation)	count	1		
2.2	ELECTRICITY				
2.2.1	Remove all damaged and worn out electrical wiring, plugs and connections	count	1		
2.2.2	Supply and install new electrical wiring, single switch wall plugs, light switches and related connections (Refer to electrician's prescript)	count	1		
2.3	PAINTING				

2.3.1	Fill all cracks inside and outside the building using POWERFIX crack filler or similar approved adhesive including brickwork and plastering where necessary	count	1		
2.3.2	Scrub and sand off 248 square metres of all old dirty and worn out painting on the walls	count	1		
2.3.3	Repaint the 125 square metre exterior of the chicken house with two coats of cream white colour weather guard paint. Dulux or equivalent	count	1		
2.3.4	Repaint the 124 square metre interior of the chicken house with two coats of white gloss enamel paint to match existing colour. Dulux or equivalent	count	1		
2.4	OTHER ITEMS				
2.4.1	Remove and dispose of the 40 square metre existing timber and welded mesh windows	count	1		
2.4.2	Supply and install new steel window frames using 30mm x 30mm x 4mm angle iron and flat bars including the existing welded mesh as per the site briefing explanation. All joints must be welded and fixing to the wall must be bolted	count	1		
2.4.3	Clear, remove and up-root trees, shrubs and weeds around the perimeter of the poultry area as per site briefing explanation	count	1		
2.4.4	Remove the existing steel gates and replace them with steel combination doors (frame, door and mortice lever 3 lever)	count	2		
3	POULTRY LAYER HOUSE				
3.1	PAINTING				
3.1.1	Preparation of walls: Scrubbing, cleaning and sealing of cracks for the entire house	count	1		

3.1.2	Repaint the 180 m ² exterior of the layer house with two coats of weather guard white paint to match existing colour. Dulux or equivalent	count	1		
3.1.3	Repair and/or seal roof leakages using suitable water proofing membrane. DIY or equivalent	count	1		
3.1.4	Repaint the 375 m ² roof with two coats of weather guard red oxide exterior paint to match existing colour. Dulux or equivalent	count	1		
3.1.5	Repaint the 175 m ² interior of the layer house with two coats of cream white gloss enamel paint. Dulux or equivalent	count	1		
3.2	ELECTRICITY				
3.2.1	Supply, install and commission a 12000 Btu split type air conditioner. Refer to electrician's prescripts	count	1		
3.2.2	Allow a sum for the replacement of all existing fluorescent lights and wall plugs as per the explanation during site briefing. Refer to electrician's prescripts	count	1		
3.3	PLUMBING				
3.3.1	Supply and install 12m x 25mm HDPE Class 6 pipe including 300mm deep excavation, backfilling, compaction and fittings	count	1		
3.3.2	Supply and install a water tap by the layer house entrance including concrete slab, stand pipe and all connection fittings	count	1		
3.3.3	Supply and install new single stainless steel sink (1.8m x 650mm) and drain connecting lines with all connection fittings in the kitchen and grading rooms.	count	2		
3.3.4	Supply and install a gully trap for the sink drainage and connect it to the existing sewer line with all pipe fittings as per site briefing explanation	count	1		

3.3.5	Supply and install Epoxy coated Laboratory wall cabinets (0.5m wide, 2m long and 1m high next to the sink. SALAB or equivalent	count	2		
3.4	OTHER ITEMS				
3.4.1	Remove existing doors from kitchen, main entrance, grading room and store room	count	4		
3.4.2	Supply and install new 2100mm x 810mmx 115mm x 1.6mm single steel doors including 3 lever locks	count	4		
3.4.3	Remove damaged roll up garage doors (2.1m x 2m)	count	2		
3.4.4	Supply and install new roll up garage doors (2.1m x 2m) similar to existing	count	2		
3.4.5	Supply and install an expanded diamond mesh fencing with at most 25mm x 25mm openings at least 2mm wire thickness including straightening wires on the sides to prevent entry of wild birds on the roof ventilation for 32m ²	count	1		
3.4.6	Repair and/or seal roof leakages using suitable water proofing membrane. DIY or equivalent (Refer to site briefing explanation)	count	1		
3.4.7	Supply and install a new 3m long x 1m width poly carbonate awning over the entrance door. All joints must be bolt and nutted. Design house or equivalent	count	2		
3.4.8	Remove existing carpet flooring in the office and kitchen for an area of 70 m ²	count	1		
3.4.9	Supply and install new 350mm x 350mm grade 3 white ceramic floor tiles in the kitchen, office ,grading room and corridor floor for an area of 85 square metres	count	1		
3.4.10	Cast a 15MPa concrete apron - 75mm thick x 1200mm wide x 60m complete with expansion joints and wood float finish.	count	1		
3.4.11	Remove and dismantle all existing layer cages	count	1		

3.4.12	Supply and install new layer cages (i.e. 3 row tier) with 5l header tank and float valve for 150 birds and connect to the existing water supply. Poltek or Reliance poultry or equivalent	count	6		
3.4.13	Allow a sum for the repainting of the cage stage with two coats of grey water proofing paint as per site briefing explanation. Dulux or equivalent	count	1		
4	PIGGERY				
4.1	ELECTRICITY				
4.1.1	Supply and install double wall plugs with accessories in the piggery. Refer to electrician's prescripts	count	8		
4.1.2	Remove all damaged wires from all lights and plugs on the ceiling in the piggery house	count	1		
4.1.3	Supply and install new wiring for lights and plugs. Refer to electrician's prescripts	count	1		
4.1.4	Supply and install new lights points with 2D fittings. Refer to electrician's prescripts	count	8		
4.1.5	Supply and install 6mm x 4 core arm cable with all accessories including 450mm deep excavation, backfilling and compaction to supply electricity to the small stock area. Refer to electrician's prescripts	m	26		
4.1.6	Supply and install 4 x 4 double plug with yoke box. Refer to electrician's prescripts	count	2		
4.1.7	Move the existing electric distribution box inwards. Refer to electrician's prescripts (Refer to site briefing explanation)	count	1		
4.2	PAINTING				
4.2.1	Scrub and wash off all old dirty and worn out paintwork from the interior and exterior walls of the building. (inspection to be done before proceeding to the next item)	count	1		

4.2.2	Repaint the exterior of the piggery house with a double coat of cream white (180m ²) weather guard paint. Dulux or equivalent exterior	count	1		
4.2.3	Repair damaged and wearing out insulation on the roof	count	1		
4.2.4	Repaint the roof with double coat of red weather guard exterior paint. Dulux or equivalent (375m ²)	count	1		
4.2.5	Repaint the interior of the piggery house with a double coat gloss enamel Dulux or equivalent white paint(175m ²)	count	1		
4.2.6	Repaint the interior of the piggery house with a double coat gloss enamel Dulux or equivalent blue paint(175m ²)	count	1		
4.2.7	Repaint the ceiling with double coat gloss enamel Dulux or equivalent white paint(276m ²)	count	1		
4.3	PLUMBING AND WATER SUPPLY				
4.3.1	Supply and install new water supply line (i.e. 40mm HDPE class 6 line and accessories) from irrigation main line to the piggery flood gates including all excavation, bedding, compaction and connection fittings as per site briefing explanation	count	1		
4.3.2	Remove and replace the existing 40mm brass gate valves	count	2		
4.3.3	Supply and install new waste flushing mechanism and accessories as per site briefing explanation	count	1		
4.3.4	Supply and install a new brass water tap on the existing galvanised stand pipe	count	1		
4.4	BUILDING WORKS				
4.4.1	Construct a 3m x 3m x 2.1m steel shade using 50 x 50 x 6mm square tubing for supports, 75mm x	count	1		

	50mm x 3mm lip channels for purlins and 0.55mm IBR sheeting including all excavation for footing (0.5m x 0.5m x 0.6m), concrete for footings and slab (2m ³) with all accessories. All joints must bolt and nutted.				
4.4.2	Demolish the existing concrete floor slab at the entrance of the piggery	count	1		
4.4.3	Cast a new 2m x 2m concrete slab with 150mm thickness and 25MPa-19mm concrete strength including 193 ref mesh wire	count	1		
4.5	OTHER ITEMS				
4.5.1	Remove and replace existing steel doors with mortice lock (i.e. 2032mm x 813mm x 115mm light duty doors)	count	1		
4.5.2	Remove all damaged pivoted window flaps and poly carbonate sheets (90m ²)	count	1		
4.5.3	Supply and install new pivoted window flaps and poly carbonate sheets similar to existing	count	1		
4.5.4	Supply and install welded expanded mesh 25mm x 25mm x 2.5mm welded mesh on the pivoted window flaps (25m ²)	count	1		
4.5.5	Supply and install welded expanded mesh 25mm x 25mm x 2.5mm welded mesh on the ventilation area of the roof to prevent entry of birds for 25m ²	count	1		
4.5.6	Remove and replace existing broken gates on the pig pens	count	12		
4.5.7	Cast a 15MPa concrete apron - 75mm thick x 1200mm wide x 80m complete with expansion joints and wood float finish.	count	1		
4.5.8	Supply and install pig bite nipples with cup drinker on the existing water line. Newquip or equivalent	count	30		
5	BIO-SECURITY UNIT				
5.1	BROILER HOUSE				

5.1.1	Disconnect and move existing geyser and all its accessories and mount it to the outside of the wall. Connection and testing is included	count	1		
5.1.2	Supply and install new hand washing basin with floor pedestal set to the existing taps and all connections to the drainage system (Refer to site briefing explanation)	count	1		
5.1.3	Supply and install new 1m stainless steel extendable rod and shower curtain set including all accessories	count	1		
5.1.4	Supply and install floor tiling (use 350mm x 350mm x 3mm grade 2 white porcelain tiles or equivalent) (20m ²)	count	1		
5.1.5	Remove existing fluorescent light	count	1		
5.1.6	Supply and install new 18 watts single LED 1200mm light at bio security unit and new storage unit	count	2		
5.2	PIGGERY				
5.2.1	Construct a dividing walls (i.e. single brick wall of 1,5m long x 2.5m high and 2.5m long x 2m high on the storeroom, including portioning for shower and change room(30m ²). Refer to site briefing explanation	count	2		
5.2.2	Plaster walls with 12mm thick mortar to match existing	count	1		
5.2.3	Scrub and wash off all old dirty and worn out paintwork from walls (inspection to be done before proceeding to the next item)	count	1		
5.2.4	Supply and install a complete set of shower doors and curtain set to cater the two shower areas	count	2		
5.2.5	Supply and install plumbing for water supply (i.e. taps, shower heads, pipes(22mm copper pipes) etc including all connection fittings to the main water supply in the building	count	1		
5.2.6	Supply and install drainage pipes (40mm UPVC pipes and accessories) and gully traps and connect to existing piggery drains	count	1		

5.2.7	Supply and install floor tiling (i.e. use 350mm x 350mm x 3mm grade 2 White matt colour. Porcelain Mosaic tile or equivalent) for the bio security room(30 m ²)	count	1		
6	CERTIFICATION				
6.1	Contractor to supply and provide a C.O.C for all electrical works undertaken	count	1		
6.2	Contractor to supply and provide a C.O.C for all Gas installation undertaken	count	1		
	SUB TOTAL				
	10% CONTINGENCY				
	SUB TOTAL				
	15% VAT				
	GRAND TOTAL				

NB: ALL PRICES MUST BE INCLUSIVE OF LABOUR AND TRANSPORT COSTS.

Conditions of Contract:

- The work must be completed in 2 (two) months from date of receipt of order
- Use SABS approved material for all construction work
- All removed items during work remains the property of college
- Suppliers/contractors to attach SBD 4, 6.1 and 6.2 in all required documents
- Annexure C, D and E to include 100% local content on all material to be used

Local Content Conditions:

South African Technical Specification (SATS) 1286:2011, Local content Declaration template (Annexure C, D & E) and the Guidance Document for the Calculation of local content is accessible to all potential bidders on the DTI official website: (<http://www.dti.gov.za/industrialdevelopment/ip.jsp>) at no cost.

- A. Only locally manufactured products with minimum stipulated threshold will be considered. This bid will be evaluated in terms of the Local Content and production requirements for different categories of Pumps, Medium Voltage (MV) Motors and associated accessories as follows:
- B. This bid will be evaluated in terms of the Local Content and production requirements for different categories of Electrical Cable Products as follows:

Power Cables: Cables used for power transmission

Cable Products	Stipulated Minimum Threshold
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

Telecom Cables: Cables used for Telecommunications:

Cable Products	Stipulated Minimum Threshold
Optical Fibre Cables	90%
Copper Telecom Cables	90%

- C. This bid will be evaluated in terms of the Local Content and production requirements for different categories of Steel Products and Components for Construction as follows:

Description	% Local Content
A. Steel Products and Components for Construction : Steel Value-added Products	100%
1. Fabricated Structural Steel	100%
2. Joining/Connecting Components	100%
3. Frames	100%
4. Roof and Cladding	100%
5. Fasteners	100%
6. Wire products	100%

7.	Ducting and Structural pipework	100%
8.	Gutters, downpipes and Lauders	100%
9.	Plates	100%
10.	Sheets	100%
11.	Galvanised and Colour Coated Coils	100%
12.	Wire Rod and Drawn Wire	100%
13.	Sections	100%
14.	Reinforcing bars	100%

21.1 This bid will be evaluated in terms of the Local Content and production requirements for different categories of Cement Sector as follows:

Cement Products	Stipulated Minimum Threshold
Cement Sector	100%

SBD1

PART A
INVITATION TO BID

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

BID NUMBER:	13 DARD 26/2023	CLOSING DATE:	17 November 2023	CLOSING TIME:	11H00
DESCRIPTION	REFURBISHMENT OF PIGGERY AND POULTRY HOUSES AT TAUNG AGRICULTURAL COLLEGE				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Agriculture and Rural Development

Agricentre Building

Corner Dr. James Moroka and Stadium Road

Mmabatho

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MR LS MOTHIBI	CONTACT PERSON	MR P NCHABELENG
TELEPHONE NUMBER	018 389 5053	TELEPHONE NUMBER	0765055393
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	smothibi@nwpg.gov.za	E-MAIL ADDRESS	pnchabeleng@nwpg.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE ENGAGED WITH NEGOTIATIONS BY THE CSIR THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.**

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 CSIR TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of 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

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding

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.

with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of Points (To be completed by the tenderer)	Number of Points (To be completed by the tenderer))
Black People	-	5	-	
Women	-	5	-	
Youth	-	5	-	
People with disability (PWD)	-	5	-	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.
- (f)

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1.Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2.Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3.Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4.A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - (x / y)] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedi.gov.za/industrial_development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. "**designated sector**" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. "**duly sign**" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. "**imported content**" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. "**local content**" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. "**stipulated minimum threshold**" means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. "**sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

5.1. If yes, provide the following particulars:

(a) Full name of auditor:
(b) Practice number:
(c) Telephone and cell number:
(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT
RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB:

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing

Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation

costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2 a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and

8.1 All pre-bidding testing will be for the account of the bidder.

analyses

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies,

purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery And Documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- 14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- 14.1.2 in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion

extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

**23.Termination
default**

for

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1 the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.1 if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.1 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting

Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such

increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

29. Governing language

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.