



DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE  
ISEBE LEZEMIDLALO, ULONWABO, UBUGCISA NENKCUBEKO  
LEFAPHA LA DIPAPADI, BOIKGATHOLLO, BONONO LE BOTJHABA  
DEPARTEMENT VAN SPORT, ONTSPANNING, KUNS EN KULTUUR

No 5 Eales Street | eQonce | Private bag x0020 | Bhisho, 5605

DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE  
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF SPORT, RECREATION,  
ARTS & CULTURE STATED HEREIN UNDER

<b>Bid No.</b>	<b>SCMU14-22/23-0003</b>	
<b>Bid Description.</b>	<b>SUPPLY, DELIVERY, AND INSTALLATION OF A NEW IZINGCUKA MODULAR LIBRARY</b>	
<b>The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)</b>		
<b>Details of Compulsory Pre-Bid Information meeting :-</b>	<b>Venue:-</b>	N/A
	<b>Date &amp; Time:-</b>	
<b>Contact Person/s:-</b>		
<b>Specification:</b>	<b>Name:</b>	<b>Mr. N. H Mtamzeli</b>
	<b>Telephone &amp; Cell Numbers:</b>	<b>043 – 492 1310 / 066 474 2755</b>
<b>Bid Procedures:</b>	<b>Names:</b>	<b>Mr. Pamela Kama</b>
	<b>Telephone No:</b>	<b>0434921035/ 066 474 2722</b>
<b>Closing time and date:</b>	<b>Time and Date:</b>	<b>21 November 2022 at 11H00</b>
	<b>Condition</b>	<p><b>Bid received after the closing time and date are late and will as a rule not to be accepted for consideration.</b></p> <p>Bids should be in a sealed envelope clearly marked with the above bid number, description, and Department of Sports, Recreation, Arts and Culture's name.</p>
<b>Delivery address and conditions for delivery of bids:-</b>		
	<b>Delivery address:</b>	Supply Chain Management Unit, Department of Sport, Recreation, Arts and Culture. Wilton Mkwazi building, No.5 Eales street, buffalo road, King Williams town
		<b>Bidders should ensure that the bids are delivered timeously to the correct address. The bid box will be open from 8h00 to 16H30 Monday to Thursday and 8H00 to 16H00 on Friday.</b>
<ul style="list-style-type: none"> <li>The SBD 1 and all other application forms attached must be completed and signed in the original that is in ink.</li> <li>Forms with photocopied signatures or other such reproduction of signatures will be rejected.</li> <li>Bids by telegram, facsimile or other similar apparatus will not be acceptable for consideration.</li> </ul>		

*(Handwritten signature)*



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Iphondo LweMpuma – Koloni Province of the Eastern Cape Provinsie Oos – Kaap

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## 1 DEFINITIONS

- 1.1 The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.
- 1.2 In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

<b>Department</b>	means the Eastern Cape Department Sports Recreation, Arts and Culture acting for and on behalf of the Eastern Cape Provincial Government;
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"><li>o The cover page and the table of content and definitions</li></ul>

	<ul style="list-style-type: none"><li>o Part 1 which details the Specifications relating to the Technology / Services</li><li>o The Conditions of Bid;</li><li>o The Conditions of Contract and Operational Requirements.</li></ul> <p>o ALL the requisite bid forms and certificates;</p> <p><i>As read with GCC – General Conditions of Contract</i></p>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in this bid document

## **PART 1**

### **Conditions of Bid**

**SCMU14-22/23-0003: SUPPLY, DELIVERY AND INSTALLATION OF A NEW MODULAR LIBRARY.**

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**PART 1**  
**Conditions of Bid**

**1. OFFER AND SPECIAL CONDITIONS**

- 1.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached with its bid. Bidders must take careful note of the special conditions.
- 1.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 1.3 In the event that any form or certificate provided in the bid document of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

**2. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

- 2.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 2.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 2.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

**3. ENQUIRIES**

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

**BID BRIEFING**

See the details of bid briefing on the cover page of the bid.

**5. PREFERENCE POINTS CLAIM FORMS**

Part –contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

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## **6. PRICING**

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached which completed form/s must be submitted together with the bid documents. **It is a requirement of this bid that the bid price is firm i.e. NO ROE CLAIMS**

6.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.**

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form

## **6.4 QUALIFICATIONS OF BIDDERS**

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached, if no details are included in the bid, it would be accepted that the bidder does not have experience.

## **7. PARTNERSHIPS AND LEGAL ENTITIES**

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached

## **8. CONSORTIUMS**

8.1 It is recognized that bidders may wish to form consortia to provide the Services.

8.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

8.3 It shall be signed so as to be legally binding on all consortium members;

8.4 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

8.5 The lead member shall be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the consortium;

8.6 A copy of the agreement entered into by the consortium members shall be submitted with the bid, otherwise the Bid will be disqualified.



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**9. ORGANISATIONAL PRINCIPLES**

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached

**10. DECLARATION OF INTEREST**

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached.

**11. TAX CLEARANCE**

The bidder should submit a original tax clearance certificate together with the bid documentation. A pro forma application for Tax Clearance Certificate (SBD 2) is attached. Bidder must take specific note of the conditions stipulated in SBD 2. Where parties have joint venture they should submit original tax clearance certificates of their companies as individual companies or separately.

**12. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the services are to be provided (see Part 3 of this invitation to bid). These details should be provided on the form attached which completed form, must be submitted together with the bid.

**13. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions.

**14. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety day)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

**15. ACCEPTANCE OF BIDS**

The State, the Eastern Cape Provincial Government, the Department of Sports, Recreation, Arts and Culture and (as the case may be) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the Eastern Cape Provincial Government, the Department, (as the case may be) of certain requirements which the State, the Eastern Cape Provincial Government, the

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Department, (as the case may be) considers to be of minor importance and not complied with by the bidder.

**16. NO RIGHTS OR CLAIMS**

- 16.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of or against the State, the Eastern Cape Provincial Government, and the Department. The State, the Eastern Cape Provincial Government, and the Department (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any services or combination of services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 16.2 Neither the State, the Eastern Cape Provincial Government, the Department, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

**17. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

- 17.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the Department.
- 17.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

**18. ACCURACY OF INFORMATION**

- 18.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the Department nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 18.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.



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**19. COMPETITION**

- 19.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 19.2 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 19.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 19.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

**20. RESERVATION OF RIGHTS**

- 20.1 Without limitation to any other rights of the Department (whether otherwise reserved in this invitation to bid or under law), and the Department expressly reserves the right to:-
- 20.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 20.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 20.4 Reject all responses submitted by bidders and to embark on a new bid process.



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# **Conditions of Contract                      and Operational Requirements**

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MODULAR LIBRARY.**

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## Conditions of Contract and

## Operational Requirements

### 1. CONTRACT

The contract for the supply of the required service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by, the Department.

### 2. FEES AND CHARGES

- 2.1 The stipulated bid prices shall be fixed (firm) for the duration of contract.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the Department disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Department shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

### 2 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 3.1 **The Department's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the Department and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 **Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the Department. Without detracting from the generality of this statement, contractor shall:-
- 3.3 Without delay informs the Department and the appointed Department Technical Support Manager, of all incidents or accidents which may occur which involve contractor's personnel;
- 3.4 Co-operate fully with the Department and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.
- 2.5 **Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the Department, co-operate fully with such persons.
- 2.6 **Regulations and statutes** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

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2.7 **Compliance with procedures.**

- 3.8 Manager is recorded that during the currency of the contract the Department may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.
- 3.9 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.10 should the Department at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the Department shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.
- 3.11 **Contractor's procedures** The contractor shall, upon receipt of written request from the Department or its appointed Technical Support Manager provide the Department with copies of all contractor's operating procedures and processes relating to the Services;
- 3.12 **Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.

**4. HAZARDOUS MATERIALS**

The contractor will be held liable for any expenses that may be incurred by the Department as a result of damage to property and injury to personnel as a result of poor quality products.

**5. FIRE RISKS**

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the Department and take such remedial action as may be necessary.

**6. ENERGY MANAGEMENT**

The contractor shall comply fully with the energy management strategy implemented in the Department from time to time and shall provide the Services in an energy efficient manner.

**7. OCCUPATIONAL HEALTH AND SAFETY**

- 7.1 In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

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## 7.2 The contractor:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the Department in covering letter relating to health and safety and will inform the Department immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

## 8 SERVICE LEVEL AGREEMENT

It is recorded that the Department and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

## 9 PERFORMANCE MEASUREMENT PROVISIONS

### 9.1 *Introduction.*

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

### 9.2 **Compliance.** For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by Department
- by means of service reviews, inspections or any audit carried out by or on behalf of the Department

### 9.3 **Records.** Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the Department upon request.

### 9.4 **Measurement of performance**

- **Periodic checks:** Department and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by Department) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by Department.
- **Service complaints :**All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by Department, its appointed facilities manager,
- or any other party shall be given proper and speedy consideration by contractor. Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the Department.

#### **10. BREACH AND TERMINATION**

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

#### **11. LOSS DAMAGE**

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

#### **12 SUB-CONTRACTORS**

Contractor may only sub-contract its obligations under the contract with the prior written consent of the Department (or any other authorized authority) and then only to a person and to the extent approved by the Department or such authority and upon such terms and conditions as the Department or such authority require. It is recorded that where such consent is given contractor shall remain liable to Department for the performance of the Services.

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## **BID SPECIFICATION**

**SCMU14-22/23-0003: SUPPLY, DELIVERY AND INSTALLATION OF A NEW  
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**Schedule A  
Government Procurement  
General Conditions of Contract**

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**Annexure A****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 (GCC) 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.



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## 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 any thing 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.

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- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 "GCC" means the General Conditions of Contract.
  - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
  - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
  - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
  - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
  - 1.20 "Project site," where applicable, means the place indicated in bidding documents.
  - 1.21 "Purchaser" means the organization purchasing the goods.
  - 1.22 "Republic" means the Republic of South Africa.
  - 1.23 "SCC" means the Special Conditions of Contract.
  - 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
  - 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- 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.

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- 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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 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.

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- 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) 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 analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 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

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- 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:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of

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- the supplied goods, for a period of time agreed by the parties,
- (e) provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 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:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 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 and 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

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- 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 fulfillment 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 Suppliers 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.



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- 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 canceling 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  
for default**

- 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:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 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.

**24. Anti-dumping  
and countervailing  
duties and rights**

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

**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,

(a) the parties shall continue to perform their respective

		obligations under the contract unless they otherwise agree; and
	(b)	the purchaser shall pay the supplier any monies due the supplier.
28.1		Except in cases of criminal negligence or willful 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.
<b>29. Governing Language</b>	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.
<b>30. Applicable Law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and Duties</b>	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.

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## Qualifications and Experience

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1. Details of the extent of the bidders activities and business, e.g. branches etc.:

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2. A list of existing /previous contracts relating to services which are similar to the Services:

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*(Please provide contactable reference)*

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

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4. The name of the person who shall manage the Services:

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5. Detail such person's qualifications and experience below :

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.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....

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## Organization type

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**PARTNERSHIP/CLOSED CORPORATION/COMPANY**  
**(Delete which is not applicable)**

The bidder comprises of the following partners/members/directors:

1. NAME \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....
2. ....

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### Organizational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

[illegible]

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

NAME IN CAPITALS

In the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

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### Details of Supplier's office

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1. Physical address of supplier's office

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- 1 Telephone No of office: \_\_\_\_\_

- 3 Time period for which such office has been used by supplier: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....





## PART A INVITATION TO BID

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

BID NUMBER: \_\_\_\_\_ CLOSING DATE: \_\_\_\_\_ CLOSING TIME: \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS) \_\_\_\_\_


**SUPPLIER INFORMATION**

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_

FACSIMILE NUMBER \_\_\_\_\_ CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

TCS PIN: \_\_\_\_\_ OR CSD No: \_\_\_\_\_

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ☐ Yes B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes

[TICK APPLICABLE BOX] ☐ No ☐ No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? \_\_\_\_\_

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN

THE APPLICABLE IN THE TICK BOX ☐ ACCREDITATION SYSTEM (SANAS)

☐ A REGISTERED AUDITOR

NAME: \_\_\_\_\_

**[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 ☐ Yes ☐ No ARE YOU A FOREIGN BASED SUPPLIER FOR ☐ Yes ☐ No

FOR THE GOODS /SERVICES /WORKS OFFERED? [IF YES ENCLOSE PROOF] THE GOODS /SERVICES /WORKS OFFERED? [IF YES ANSWER PART B:3 BELOW]

SIGNATURE OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) \_\_\_\_\_

TOTAL NUMBER OF ITEMS OFFERED \_\_\_\_\_ TOTAL BID PRICE (ALL INCLUSIVE) \_\_\_\_\_

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FACSIMILE NUMBER \_\_\_\_\_

FACSIMILE NUMBER \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

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## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

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



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 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**

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

Where

**Ps** = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

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B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

*LFO*



Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**SUPPLY CHAIN MANAGEMENT UNIT**

**SCMU 14-22/23-0003**

**BID SPECIFICATION**

**SUPPLY, DELIVERY, AND INSTALLATION OF NEW IZINCUKA MODULAR LIBRARY**

## 1. INTRODUCTION

### 1.1 BACKGROUND

Izincuka is a modular structure that will be situated in Tsolo at the town community hall under OR Tambo district Municipality. Currently the library is a freight container and needs to be replaced. The freight container will be used as a library while the works are in progress and after will be transported to a site identified by the Client (DSRAC).

### 1.2 PROJECT SUMMARY/INVESTIGATION FINDINGS

The site was visited by the Department and the following were found:

- ✓ The space identified was adequate

## 2. MODULAR LIBRARY UNIT'S SPECIFICATION

### NOTES:

- ☐ Successful bidder to provide Workshop drawings of the Modular structure for approval before manufacturing!!!
- ☐ Successful bidder to provide samples of the furniture for approval before placing order.
- ☐ For more detailed information refer to attached drawings.

**Site preparation:** Prepare site to receive the building. This is a responsibility of the service provider.

**Size:** 7.2m x 15.6m unit, to hold 10,000 books, with 1.5m wide standard canopy over the verandah to the front of the building (re attached drawing).

**Material:** Unit shall be made of hard wearing, durable material with good quality finishes and fittings.

**Climatic specification:** Unit shall be earthed and shall be built to withstand harsh outdoor climatic conditions.

**Usage:** Unit to be connected to power supply and shall be ready for immediate use once erected on Site. There shall be flexibility and versatility in the unit's design and application.

**Construction:** Factory assembled unit or pre-manufactured unit's components shall be delivered on Site, and the structure shall be placed/erected on a beforehand constructed brick/concrete piers, and shall be facing "North" or "North-East" direction. Due to the different terrain and soil conditions on the different sites, it is the successful bidder's

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responsibility to employ services of a professional engineer for the design and construction of the supporting piers.

**Mobility:** Unit shall be 100% re-locatable.

**Chassis:** Unit chassis shall be manufactured from full lengths steel lipped channels with heavy duty cross members welded together into a rigid frame (by engineer), painted with a vinyl-based underbody coating as final coat.

IFS

**Floor:** Unit's floor shall be of 20mm thick treaded marine ply floorboards, covered with 2.5mm thick fully flexible vinyl sheets, color "Light Gray".

**Walls:** Unit's walls shall be constructed of sandwich 1.2m wide interlocking panels, with at least 40mm high-density fire-resistant **polyurethane** core insulation of U-value = 0, 55 W/M<sup>2</sup> C°, or 60mm high-density fire-resistant **polystyrene** insulation of U-value = 0, 60 W/M<sup>2</sup> C°, with 0,5mm rigidified Chromadek on both sides, providing a flush weatherproof joint.

**Roof:** Chromadek roof panels by manufacturer, color "Blue", with roof pitch of 15°.

**Ceiling:** Roof panels to form the ceiling; interior surface to be color "White".

**Windows:** Shall be standard Powder Coated Top Hung Aluminum windows colour "Blue" (re attached drawing), with 6mm tinted shutter-proof glazing. Powder Coated aluminum burglar bars colour "Blue" shall be installed to the inside of all windows. Provide "Vertical Blinds" colour "Gray" to all windows.

**Doors:**

Exterior door – Shall be standard single aluminum Powder Coated (colour Blue) Cottage-Pane 900mm wide door, opening outside. Glazing to be the same as the windows. Provide inside steel folding burglar door, colour "White" (re attached drawing). Provide adjustable galvanized steel ramp to cater for people with disability, and for delivery trolleys.

**Electrical:**

All light fittings to be surface mounted. Power points shall be surface mounted or placed in power skirting. "Certification of Compliance" (COC) shall be supplied with each building.

**Air Conditioning:**

**Supply, deliver, install and commission 4 (four) high-wall mounted 12 000 BTU/HAC split units.**

**Water Tanks:**

**Supply, deliver and install 1 (One) 5000litre tank with water and stand as per BOQ**

**Network Cabling:**

**Supply, deliver and install network cabling as per Department requirements**

**Computers:**

**Supply deliver, install and commission 6no.:**

HP400 G6 19.5" "*equivalent*"

i3-10100T/8GB/256GB SSD

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All in one pc

Black one size

3y Next BusDayOnsite warranty

#### **Book Shelves:**

Book Shelve unit shall be 2100mm (H) x 900mm (L) x 300mm (W) with 4mm plywood backing and 5 adjustable shelves, manufactured from 19mm SA pine boards treated with 1 coat "Oak" wood stain + 2 coats Polyurethane clear varnish (for quantities and design refer attached drawings).

#### **TOY / STORAGE CUPBOARDS:**

Kids Toys cupboard – 4 off; 2100(H) x 900(L) x 600(W) from "Melamine" (Red, Blue, Yellow and Green colours), with lockable doors and five adjustable shelves each.

#### **Furniture:**

**Supply, deliver and install the following furniture:**

Furniture installation shall be part of the Contract, **excluding** the Printer/Fax/Photocopier machine (**REFER TO ATTACHED DRAWING**).

Unit shall contain:

- A. 1800mm x 1800mm Librarian desk from 'Oak' Melamine with Modesty panel – 1 off.
- A\* 3 drawer desk height pedestal and central locking (Oak Melamine) – 1 off
- B High-back Librarian chair on wheels with metal frame & upholstery, colour "Gray" – 2 off.
- B\* High-back interview chair with metal frame and upholstery, colour "Gray" – 2 off
- C Reading chair with metal frame & upholstery, colour "Gray" – 20 off.
- E 1350mm x 900mm Cluster Computer Station desks from "Oak" Melamine with modesty screens and privacy panels – 6 off.
- F. 900mm x 900mm Reading tables from Supawood with single steel pedestal, treated with 1 coat "Oak" wood stain + 2 coats Polyurethane Clear varnish – 4 off.
- G. Kids PVC heavy duty table – 2 off (colour "Red" and "Blue")
- H. Kids PVC heavy duty chair – 8 off (different colours – red, blue, yellow and green).

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### **3. BILL OF QUANTITIES (ANNEXURE "A" ATTACHED)**

### **4. RECOMMENDED APPROACH TO THE CONTRACT MANAGEMENT PROCEDURE**

To ensure quality and cost control the following approach to the work is recommended:

- The specification required is listed and quotations will be sought from service providers. The most competitive and qualified contractor will be awarded the contract and their work will be monitored.
- The contractors will be appointed carry out the work and regular inspections will be performed.
- The Contract to be used is the New Engineering Contract (NEC)

### **5. EXTENT OF CONTRACT**

#### **5.1 Building contract**

The work embodied in the contract comprises supply delivery and installation of a new modular library at Izincuka in Tsolo.  
The successful tenderer for this contract will be appointed in terms of the New Engineering Contract.

#### **5.2 ACQUAINTANCE WITH TENDER DOCUMENTS**

By submission of a tender, the contractor shall be deemed to have acquainted himself with the contract documents, local requirements and laws and all aspects of the work envisaged in the documents, prior to pricing and submission of a tender. It is of vital importance that the tenderers visit the site prior to the submission of a tender to study conditions on site.

No claim resulting from failure to comply with any of the above will be entertained.

#### **5.3 CONTRACT DOCUMENTS**

The contract documents shall comprise:  
The tender document, bills of quantities and its annexures.

#### **5.4 BILLS OF QUANTITIES**

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On no account should these documents be used for placing orders for materials. The contractor may do so at his own risk but shall not be reimbursed for additional costs so incurred.

Unless a separate rate for the supply and for the installation of any items is specifically called for, the supply and installation costs of any item shall be deemed to be fully included in the unit price.

Contractor must make provision for OHS and a Professional Engineer in "Preliminaries".

## **5.5 MATERIAL AND LABOUR COST FLUCTUATIONS**

Tenders shall be fixed ie inclusive of provision for material and labour cost fluctuations during the course of the works.

## **5.6 CONDITIONS TO BE OBSERVED IN TENDERING**

The Contractor is encouraged to make use of local labour throughout the project.  
The labour rate shall be a minimum of R 160,00 per day.

## **5.7 TENDER INFORMATION**

The employer may require additional information from the tenderer to evaluate the tender. The tenderer is required to provide such information if so, required by the employer.

## **5.8 SITE INSPECTION**

Tenderers are required to inspect the site before submission of this tender.  
The tenderer is also required to familiarise himself before submission of the tender with regard to relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.

## **6. SPECIFICATION REQUIREMENTS**

**THE FOLLOWING REQUIREMENTS APPLY WITH REGARDS TO THE ABOVEMENTNED WORK:-**

- Contract duration is 6months
- Contractor is to have a CIDB grading of 3GB or higher

## **7. SCHEDULE OF CERTIFICATES REQUIRED AFTER THE AWARD OF A TENDER**

- Soil Poisoning C.o.C
- Compaction results
- Cube testing results
- Health and Safety File
- Labour File (EPWP report)
- Electrical CoC

## 8. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the

Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.

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6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2014 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND**



**SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

**[In terms of Regulation 3 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]**

1. (a) Name and postal address of Contractor: .....

.....  
(b) Name of Contractor's contact person: .....

Telephone number: .....

2. Contractor's compensation registration number: .....

3. (a) Name and postal address of client: .....

.....  
(b) Name of client's contact person or agent: .....

Telephone number: .....

4. (a) Name and postal address of designer(s) for the project: .....

.....  
(b) Name of designer's contact person: .....

Telephone number: .....

5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): .....

Telephone number: .....

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....

7. Exact physical address of the construction site or site office: .....

.....  
8. Nature of the construction work: .....

.....  
9. Expected commencement date: .....

10. Expected completion date: .....

11. Estimated maximum number of persons on the construction site: .....

12. Planned number of subcontractors on the construction site accountable to Contractor: .....

13. Name(s) of subcontractors already chosen: .....

SIGNED BY:

CONTRACTOR:..... DATE:.....

IDENTITY NUMBER:.....

CLIENT:..... DATE:.....

**8. MANDATORY REQUIREMENTS:-**

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Signed and completed standard bidding documents (SBD1; 4 and 6.1)

#### 9. FUNCTIONALITY EVALUATION:

ITEM	CRITERIA	WEIGHT	VALUE	SCORE
1	<b>Previous experience in construction and/or similar projects (list of references)</b>  1 to 3 projects contactable references (10 points) 3 to 7 projects contactable references (15 points) 8 projects and above (20 points)	20		
2	<b>LOCALITY</b> Resident in the Eastern Cape (Proof i.e water statement, lease agreement, etc.) (20 points) Not in the Eastern Cape (no points= 0)	20		
3	<b>Financial capacity</b>  CA = Current Assets  CL = Current Liabilities  Current ratio = CA + CL	<b>Signed Financial Statements 21/22 financial year</b>  >2  >1 less than 2  1	20  10  5	

		<1	0		
	<b>TOTAL</b>		<b>60</b>		

A bidder must score 45 points out of 60 points on functionality to be evaluated at the next stage.

NB: Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.

#### 10. PRICE POINTS EVALUATION:

The 80/20 preference point system is applicable to price quotations and tenders with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included).

Where

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

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

Points scored must be rounded off to the nearest 2 decimal places.

#### Calculation of points for B-BBEE status level of contributor

Points must be awarded to a bidder for attaining the B-BBEE status level Points for B-BBEE Status level of contributor must be awarded in accordance with the table below:

B-BBEE STATUS LEVEL CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20

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B-BBEE STATUS LEVEL CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

**NB:** A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 20 points for B-BBEE.

#### 11. SIGNING OFF THE SPECIFICATION:

Compiled By	Recommended By:	Endorsed By:	Supported By:	Approved By:
Mr T. Nguta	Mr L Zibonda	Mrs A. Peard	Mr. NT Adonis	Ms S Mpofu
Project Leader	Chairperson: Specification Committee.	Senior Manager: SCM	CFO: Chairperson of the Bid Adjudication Committee	Head of Department
Signature:	Signature:	Signature:	Signature:	Signature:
Date:	Date:	Date:	Date:	Date:
13/09/2022	16/09/2022	5/10/2022	17/10/2022	18/10/2022

**SUPPLY DELIVERY AND INSTALLATION OF A NEW IZINCUKA MODULAR LIBRARY AT TSOLO  
BID NO:**

Page	Item	Description	Unit	Quantity	Rate	Amount	Total
		<b>SECTION NO.1: PRELIMINARIES</b>					
		<b>SECTION NO. 2 : BUILDING WORKS</b>					
		<b>BILL NO.1 : EARTHWORKS (PROVISIONAL)</b>					
		Note:					
		For Preambles see "PW 371 - A Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition July 2014).					
		<b>EARTHWORKS (PROVISIONAL)</b>					
		Site clearance					
		Clear the areas to be developed of all rubbish, debris, vegetation, shrubs, bush and small trees not exceeding 200mm girth and remove from site.	m²	285,00			
		<b>EXCAVATION, FILLING, ETC OTHER THAN BULK</b>					
		<u>Excavation in earth not exceeding 2m deep</u>					
		Excavate in earth not exceeding 2m deep including trimming sides, levelling and ramming bottoms and deposit in spoil heaps for later re-use or cart away					
	1	Trenches	m³	76,00			
		<u>Extra over trench and hole excavations in earth for excavation</u>					
	2	Hard rock	m³	38,00			
		<u>Extra over all excavations for carting away</u>					
	3	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m³	46,00			
		<u>Keeping excavations free of water</u>					
	4	Keeping excavations free of all water other than subterranean water	Item				
		<b>FILLING, ETC</b>					
		Imported G7 filling, selected and supplied by the Contractor, including depositing in layers not exceeding 150mm thick and compacting to 95% modified AASHTO dry density to trenches, bases, etc.	m³	28,00			
	5	Coarse river sand supplied by Contractor under floors	m²	10,00			
		<u>Compaction of surfaces</u>					
	6	Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m²	190,00			
		<b>SOIL POISONING</b>					
		<u>Soil Insecticide - Chlordane or Aldrin according to manufacturers specification, including 50mm sand cover over. Compliance certificate with 10 year guarantee to be provided</u>					
	7	Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m²	190,00			

Carried to section summary

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**SUPPLY DELIVERY AND INSTALLATION OF A NEW IZINCUKA MODULAR LIBRARY AT TSOLO**  
**BID NO:**

**SECTION No. 2**

**BILL No. 02**

**CONCRETE, FORMWORK AND REINFORCEMENT**

**CONCRETE**

For Preambles see "PW 371 - A Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition July 2014).

**REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES**

25Mpa/19mm concrete

1	Surface beds on waterproofing	m²	38,00
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**TEST CUBES**

Test cubes

2	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	10,00
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**CONCRETE SUNDRIES**

Finishing top surfaces of concrete smooth with a wood float

3	Surface beds, slabs, etc	m²	190,00
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**SMOOTH FORMWORK (DEGREE OF ACCURACY I)**

Smooth formwork to soffits

4	Slabs	m²	190,00
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**MOVEMENT JOINTS, ETC.**

Isolation joints with 10mm bitumen impregnated softboard between vertical concrete and brick surfaces

5	Not exceeding 300mm high to edges of surface beds	m	29,00
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Saw-cut joints

6	3 x 40mm Saw-cut joints in top of concrete	m	30,00
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Fabric reinforcement

7	Type 395 fabric reinforcement in concrete surface beds etc.	m²	190,00
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Carried to section summary

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SUPPLY DELIVERY AND INSTALLATION OF A NEW IZINCUKA MODULAR LIBRARY AT TSOLO  
BID NO:

SECTION No. 2

BILL No. 03

WATERPROOFING

For Preambles see "PW 371 - A Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition July 2014).

DAMP-PROOF COURSE

SHEET OR MEMBRANE WATERPROOFING

250 Micron "Gunplas USB" green polyethylene sheeting :

1	Laid flat on prepared sand bed under solid floor.	m²	190,00
	Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer,etc		
2	3 x 50mm In saw cut joints in floors	m	30,00

Carried to section summary

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SUPPLY DELIVERY AND INSTALLATION OF A NEW IZINCUKA MODULAR LIBRARY AT TSOLO  
BID NO:

SECTION No. 2

BILL No. 04

PLUMBING AND DRAINAGE

For Preambles see "PW 371 - A Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition July 2014).

FIRE APPLIANCES, ETC

Fire hose reels, etc

1	4,5kg Dry chemical powder fire extinguisher fixed to wall with meranti backboard, size 520 x 100 x 22mm thick, plugged and screwed to wall complete with hook.	No	2,00
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Carried to section summary

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**SUPPLY DELIVERY AND INSTALLATION OF A NEW IZINCUKA MODULAR LIBRARY AT TSOLO**  
**BID NO:**

**SECTION NO. 3 : PROVISIONAL SUMS**  
**BILL NO.1 : PROVISIONAL SUMS**

**PRE-FAB STRUCTURE**

Pre-fab structure:

1	Provide the amount of R 1 200 000 (One million two hundred thousand Rands) for supply, delivery and installation of a modular structure complete with airconditioners, furniture and electrical fittings and steel ramp	Item	1 200 000
2	Profit on above item.	Item	
3	Attendance on ditto.	Item	
4	Provide the amount of R40 000 (Forty thousand rands) to supply and fit 5000litre water tank including all necessary fittings and tankstand	Item	40 000
5	Profit on above item.	Item	
6	Attendance on ditto.	Item	
7	Provide the amount of R80 000 (Eighty thousand rands) for ESKOM electrical connection fee	Item	80 000
8	Profit on above item.	Item	
9	Attendance on ditto.	Item	
10	Provide the amount of R200 000 (Two hundred thousand rands) for supply, delivery and installation of computers including network cabling as per DSRAC specification	Item	200 000
11	Profit on above item.	Item	
12	Attendance on ditto.	Item	
13	Provide the amount of R30 000 (Thirty thousand rands) for transporting of existing library container from Tsolo community hall to a site identified by the Client	Item	30 000
14	Profit on above item.	Item	
15	Attendance on ditto.	Item	

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SUPPLY DELIVERY AND INSTALLATION OF A NEW IZINCUKA MODULAR LIBRARY AT TSOLO  
BID NO:

Carried to section summary

SECTION SUMMARY

SECTION NO. 2 : BUILDING WORKS

EARTHWORKS (PROVISIONAL)

CONCRETE, FORMWORK AND REINFORCEMENT

WATERPROOFING

PLUMBING AND DRAINAGE

Carried to final summary

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SUPPLY DELIVERY AND INSTALLATION OF A NEW IZINCUKA MODULAR LIBRARY AT TSOLO  
BID NO:

FINAL SUMMARY

SECTION NO.1: PRELIMINARIES

SECTION NO. 2 : BUILDING WORKS

SECTION NO. 3 : PROVISIONAL SUMS

Sub-total

VAT (15%)

TOTAL

\_\_\_\_\_

\_\_\_\_\_

62



External AC units to be placed on 800 x 350 6mm thick steel plate welded to 75 x 75 1.9m high steel pole on 300 x 300 6mm steel plate bolted to RC slab. All steel work to be galvanized.

standard canopy - 50% white translucent sheeting

2500L "10-10" water tank

standard PVC gutter and downpipe

2500L "10-10" water tank

IBR "Corradex" roof sheeting color Blue

WEST ELEVATION 1:100

NORTH ELEVATION 1:100

IBR "Corradex" roof sheeting color Blue

standard PVC gutter and downpipe

2500L "10-10" water tank

A/C unit

steel support structure

flushing color Blue

SOUTH ELEVATION 1:100

EAST ELEVATION 1:100

1.2m wide interfacing panel

vaunted roof structure by manufacturer

standard canopy - 50% white translucent sheeting

standard PVC gutter and downpipes

IBR "Corradex" roof sheeting

standard PVC gutter and downpipes

20mm thick marine ply floorboards

RAMP TOP VIEW 1:50

RAMP SIDE VIEW 1:10

SECTION A-A 1:100

# DEPARTMENT OF ROADS & PUBLIC WORKS

Client	DSRAP
Project	MODULAR LIBRARY WITH KIDS ROOM - CONCEPT DESIGN
Designed by	SS
Checked by	SS
Date	JULY 2013
Scale	as shown
Drawn N°	Revision
A/02	1

steel chassis by engineer

brick pier by engineer

RC foundation by engineer

concrete slab by engineer

450 steel semi-sphere welded to Ø12 steel adjustable bolt

DETAIL "A" 1:20

COMPUTER DESK 1:50

CLUSTER DESK 1:50

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## COVID-19 SPECIFICATION

Ref	Specification The contractor MUST put in place, the following Measures	Reference: DEL Covid-19 Directive Section	
1	Awareness and training programs on the COVID-19 virus <ul style="list-style-type: none"> <li>Information on the Nature of the COVID-19 virus</li> <li>Symptoms of COVID-19 virus</li> <li>How COVID-19 virus spreads</li> <li>How COVID-19 virus could affect the workplace and relevant policies, such as sick leave and family responsibility leave.</li> <li>Steps all employees/management/employers can take to reduce workers risk of exposure to the COVID-19 virus</li> </ul>	16.9	<p>16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms.</p> <p>16.3 It must notify all workers of the contents of this Directive and the manner in which it intends to implement it.</p>
2	COVID-19 Risk Assessments Conducted and Control Measures implementation plan in place. This includes: Engineering Controls Administrative Controls Personal Protective Equipment (PPE)	7 16.1 16.2	<p>16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.</p> <p>16.2 If the employer employs more than 500 employees, that employer must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA to- <b>16.2.1</b> Its health and safety committee established in terms of section 19 of OHSA; and <b>16.2.2</b> The Department of Employment and Labour.</p>
3	The project safe work method statements (SWMS) include COVID-19 Virus Risk Controls. This Must take into account all activities, including: Construction activities and work equipment used (within the construction site and remote work) Office work (Within the construction site camp and remotely) Meetings / Events Engagement with other businesses and stakeholders. e.g Suppliers, Subcontractors and Specialists. Where workers must be accommodated closer to site; Provide a Worker Accommodation risk assessment, policy and procedures	16.1	
4	Defined Responsibilities for COVID-19 Management, Planning, Preparedness and Budgeting are assigned.	16.5 16.6	16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;

Ref	Specification The contractor MUST put in place, the following Measures	Reference: DEL Covid-19 Directive Section	
			16.6 It must ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision.
5	Plan for Provision of all required equipment, material, PPE, engineering controls, administrative controls, training and possible screening.		
6	Put in place process for reviewing and, if necessary, updating the plan to ensure it remains up to date <b>and in line with the latest National recommendations/requirements.</b> Establish triggers and procedures for implementing parts of the plan. Clearly indicate measures currently in implementation.		
7	Include policies on Foreign and local travel. Put in place travel declaration procedures for all travel, including personal travel.		
8	Include policies on respiratory etiquette, hygienic behavior (social distancing) for employees, subcontractors, suppliers and visitors as guided by the national department of health recommendations.		
9	Sick leave policies flexible and consistent with the latest national public health guidance. Policies to include allowance for workers with ill family members and other family responsibility matters experienced due to COVID 19 outbreak and control measures imposed by the governmental.	16.4	16.4 It must notify its employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;
10	Social Distancing as per work activities. Allow a minimum space of 1,5m between workers and MORE as per activity based risk assessments.	17 18 19	<p>17. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.</p> <p>18. If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must- 18.1 arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or 18.2 if necessary, supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.</p> <p>19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the</p>

Ref	Specification The contractor MUST put in place, the following Measures	Reference: DEL Covid-19 Directive Section
		immediate workplace through queue control or within the workplace such as canteens and lavatories. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.
11	For project activities conducted within existing establishments, The plan includes requirements for: <ul style="list-style-type: none"> <li>consulting with the appropriate person/s from the existing facilities in relation to each facility's preparedness plan</li> <li>the site participants' response to elements covered in the facility's preparedness plan, for example procedures for responding to: <ul style="list-style-type: none"> <li>an exposure/possible exposure</li> <li>Facilities Safe Methods of Works</li> <li>Facilities access control procedures</li> </ul> </li> </ul>	
12	Includes the preparedness plan testing / Drill exercise schedules	

## 2. Consultation, cooperation, and coordination

13	Outlines how the contractor will consult, cooperate and coordinate with other duty holders such as Suppliers, Specialists, Sub-Contractors.		
14	Indicate how consultation will be carried out with workers.		
15	Consultation carried out includes: <ul style="list-style-type: none"> <li>sharing of relevant information</li> <li>reasonable opportunity for workers to share their views and raise issues</li> <li>reasonable opportunity for workers to contribute to the decision-making process</li> <li>a process for taking workers' views into account</li> <li>a process for notifying workers of outcomes.</li> </ul>		
16	Outline when consultative processes will be carried out. Compliance with DEL communication requirements, particularly in the event that an employee is diagnosed with COVID-19.	16.10 16.11	16.10 If a worker has been diagnosed with COVID-19, an employer must- 16.10.1.1 inform the Department of Health and the Department of Employment and Labour; and 16.10.2 investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and 16.11 it must give administrative support to any contact-tracing measures implemented by the Department of Health.

## 3. Provision of information, training, and instruction

17	A procedure for ensuring all people at the site are informed and briefed. Including placement of Notices and Leaflets on site and all areas where employees are working.	16.9	16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of
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			<p>regularly while at work.</p> <p><b>Where interaction with the public cannot be avoided:</b></p> <p>29.4 the workers interacting with the public are instructed to sanitize their hands between each interaction with public;</p> <p>29.5 surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.</p>
21	<p>Program of works / workplan takes into account the minimum number of workers required in each site / work area. (Staggered work hours/Rotations / Shifts)</p>	16,7	<p>16.7 It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing, as contemplated in clause 17.</p>
22	<p>Hygiene and Cleaning</p> <ul style="list-style-type: none"> <li>• Training on Regular and effective hand hygiene / Provision of required material</li> <li>• Training on Coughing and sneezing etiquette/ Posters displayed/ Provision of required material</li> <li>• Implementation of Additional workplace cleaning/ Provision of required resources</li> </ul>		
23	<p>Provision of Personal Protective Equipment</p> <ul style="list-style-type: none"> <li>• As detailed by the Task Specific risk assessments/safe work procedures</li> <li>• As detailed by the latest National Requirements</li> </ul>	31 - 35	<p><b>Cloth Masks Requirements:</b></p> <p>31.For the reasons underlying the Department of Health's requirement, every employer must – <b>31.1</b> provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the employee to wear while at work and while commuting to and from work; and <b>31.2</b> require any other worker to wear masks in the workplace.</p> <p>32.The number and replaceability of cloth masks that must be provided to an employee or required of other workers must be determined in accordance with any sectoral guideline and in the light of the employee or worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled.</p> <p>33.Every employer must ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.</p> <p>34.An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause</p> <p>35.The general requirement for workers to wear masks does not derogate from the fact that, where a risk assessment indicates that PPE is required, those categories of workers</p>

			<p>must be provided with the accredited PPE in accordance with Department of Health guidelines.</p> <p><b>Other PPE:</b> Every employer must check regularly on the websites of the National Department of Health, National Institute of Communicable Diseases and the National Institute for Occupational Health whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.</p>
24	Ventilation Requirements	38	<p><b>Ventilation Requirements:</b></p> <p>Every employer must – <b>38.1</b> keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load; <b>38.2</b> where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feed back in through open windows; <b>38.3</b> ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.</p>
25	<p>COVID 19 Screening / Testing measures</p> <ul style="list-style-type: none"> <li>• In line with the National Department of Health guidelines and Questioner</li> <li>• Put measures in place for where testing is recommended (Arrangements for transport to the nearest testing hospital/station)</li> </ul> <p>Provision of Thermoflash Devices (Temperature readings) As detailed by the latest National Requirements</p>	21	<p>Every employer must take measures to – <b>21.1</b> screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing); <b>21.2</b> require every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and <b>21.3</b> require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 21.1 and 21.2 while at work.</p> <p>Employers must comply with any guidelines issued by the the National Department of Health in consultation with the Department in respect of – <b>22.1</b> symptom screening; and <b>22.2</b> if in addition required to do so, medical surveillance and testing.</p>
26	Arrangement for when a worker is showing symptoms of COVID-19. Arrangements must be in line with the national requirements.	23.1 – 23.5	<p>23.If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must – <b>23.1</b> not permit the worker to enter the workplace or report for work; or <b>23.2</b> if the worker is already at work immediately- <b>23.2.1</b> isolate the worker, provide the worker with a <b>FFP1 surgical mask</b> and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self- isolated or for</p>



			<p>a medical examination or testing; and</p> <p><b>23.2.2</b> assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission; <b>23.3</b> ensure that the worker is tested or referred to an identified testing site; <b>23.4</b> place its employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act; <b>23.5</b> ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);</p>
27	<p>Arrangement for when a worker is diagnosed with COVID-19. Arrangements must be in line with the national requirements.</p>	23.6 – 24.3	<p>23.6 if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.</p> <p>24. If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:</p> <p><b>24.1</b> The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;</p> <p><b>24.2</b> the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and <b>24.3</b> the employer closely monitors the worker for symptoms on return to work</p>
28	<p><b>Vulnerable employees / Workers:</b> These are the employees aged 60 and above, plus employees with underlying chronic medical conditions as detailed by the department of health.</p> <p>Prior to placement of personnel on site, the contractor <b>MUST</b> ensure that <b>all employees, including sub-contractors employees</b> have been cleared to work by an Occupational Medical Practitioner or The worker's treating Doctor.</p> <p>Ensure Compliance with the National Department of Health Guidelines on vulnerable employees. (National Department of Health: Guidance on vulnerable employees and workplace accommodation in relation to COVID-19)</p>		



	<b>Note:</b> Compliance with the Construction Regulations Annexure 3 on pre-placement medical fitness requirements is still required.		
29	<p><b>Waste Management for COVID-19 Waste:</b> Make provision for the disposal of waste generated due to the Covid-19 preventative measures implemented and ensure waste is managed as Biohazardous waste.</p> <p>Dispose of all used gloves and masks as Biohazardous waste and provide sealable bags and containers for the safe disposal.</p> <p>Provide adequate supplies of paper towels on site. At points where these towels are provided lined waste bins to be placed in order to collect all used towels and then to be disposed of in biohazardous waste.</p> <p>Wastewater at washing points, toilets, and bathrooms to be contained in a drainage system that prevent surface spills.</p> <p>If not possible, ensure wastewater is contained in sealed waste buckets and further safe removal/disposal from site.</p>		
30	<p><b>Ablution Facilities on Site:</b> Restrict the number of people using toilet facilities at any one time. The permitted ratio is 1:15 for Flush toilets and 1:10 for Portable toilets.</p> <p>Provide Washing facilities (soap and water, paper towel), if not possible provide hand sanitizer.</p> <p>Ensure adequate cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush handle.</p> <p>Provide suitable and enough rubbish bins for hand towels with regular removal and disposal be cleaned and emptied more frequently</p>		

### For More information

The South African government departments plus the World Health Organisation are the best source of information. Staying informed about the latest developments and recommendations is critical, since specific guidance and regulations may change. Below are several recommended websites to access the most current and up to date information.

#### **COVID-19 Information Resources:**

COVID-19 Information/Updates Resource	Platform
National Department of Health	National Department of Health Website
Corona Virus outbreak 24-Hour Hotline Number	0800 029 999
Corona Virus Messages on Whatsup	Send hi to 060 012 3456
The National Institute for Communicable Diseases (NICD)	NICD Website
Centre for Disease Control and Prevention (CDC)	CDC Website
World Health Organisation (WHO)	WHO Website