

Private Bag x 142, Pretoria, 0001, Tel. 012 – 3062000, Facsimile. 012 -323-0340 Corner Paul Kruger & Johannes Ramokhoase Str, Masada ,Pretoria

The Manager	Ref:6/1/3/4 Enq:Mr F.Smit
The Manager	
Sir/ Madam	

BID: LMN 01/2023: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BAKERY MACHINERY, EQUIPMENT AND ACCESSORIES: STANDERTON CORRECTIONAL CENTRE: DEPARTMENT OF CORRECTIONAL SERVICES: LMN REGION.

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

You are requested to complete the bid documents and submit it to the address indicated in the SBD 1.

Bidders must take note of the following:

- The closing date of the bid will be at <u>11h00 on 14 AUGUST 2023</u> and will be valid for a period of hundred and twenty (120) days after the closing date.
- Please note: Bidders must take note of the compulsory site visit meeting that will take place on the <u>1 August 2023 at Standerton Correctional Centre</u>
 (All detail of the session is available on the attached BD 6.1
 (Site inspection Certificate).
- Bids must be submitted in a sealed envelope. The name and address of the bidder, the bid number and closing date must be indicated on the envelope. The envelope must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1- (Regional Office LMN- Pretoria) before the closing date and time. No late bids will be accepted.
- o Bidders need to acquaint themselves with the contents of the attached General Conditions of Contract and Special Conditions of Contract, BD 4.1. As well as Specification, Bill of Quantities and Scope of the work required.



- Bidders must acknowledge and sign the Special Conditions and General Conditions of the bid /contract.
- o It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).
- o Bidders disclosure must be completed in full (SBD 4).
- A Compliance Checklist (BD 26.1) is provided in the bid document that will assist bidders to adhere to the conditions specified in the bid.
- For bidders to qualify for preferential points, ownership of 51% or more per HDI must be obtained. Bidders must submit documentary proof to claim for preference points. Bidders must refer to special conditions of the bid / contract (BD 4.1) par 7.2.7 for compliance

The following additional documentation must be submitted with your bid:

- o Valid and original/certified copy of B-BBEE Certificate; or
- Sworn affidavit for B-BBEE Exempted Micro Enterprise/ B-BBEE Qualifying Small Enterprise.
- Certified Copy(s) of ID document(s) of the directors/shareholders/members
- o CIPC Certificate
- Print out of CSD Summary Registration Report.

The date of certification of the original on all copies submitted should not be older than six (6) months.

It will be expected of the successful bidder to sign a formal contract within 7 days at this office after being notified of the acceptance of his/her bid.

Yours faithfully

REGIONAL COMMISSIONER

DEPARTMENT OF CORRECTIONAL SERVICES

REGIONAL OFFICE: LIMPOPO, MPUMALANGA AND NORTH WEST

REGIONAL COORDINATOR: SCM

MJ.KGAABI

DATE ______





PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FO	OR REQUIREMENTS	OF THE (CO	RRECTION	VAL SE	ERVICES)		
BID NUMBER: LMN 01/2023	CLOSING DATE:		14 AUGUS	ST 202	3 CLOS	ING TIME:	11H00
SUPPLY, DELIVERY,	INSTALLATION AND	COMMISSIO	NING OF E	BAKER	RY MACHINER'S DARTMENT OF	Y, EQUIPMEN F CORRECTIO	T AND ACCESSORIES ONAL SERVICES: LMN
DESCRIPTION REGION.	JORREG HONAL CEN	INE. ONCE-C	JIT PERIO)U. DL	I AITHLITT OF	OOMALOTA	THE OFFICE OF THE PROPERTY OF
THE SUCCESSFUL BIDDER WILL BE I							
BID RESPONSE DOCUMENTS MAY BE	DEPOSITED IN THE	BID BOX SIT	UATED A	T (STA	REET ADDRES	S)	
THE BID DOCUMENTS MAY BE BOX WHICH IS IDENTIFIED A DEPARTMENT OF CORRECTIO AT LMN REGION, CNR PAUE RAMOKHOASE STREET, MASA PRETORIA,0001 THE REGIONAL COMMISSIONE DEPARTMENT OF CORRECTIO PRIVATE BAG X 142 PRETORIA 0001	S THE BID BOX NAL SERVICES L KRUGER & JO DA BUILDING, EN	OF THE	Johan	nes I	Ramokhoase Struben St	Masada Building DCS:RO	
SUPPLIER INFORMATION					V		
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE				NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE				NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
COMPULSARY	TCS PIN:			OR	CSD No:		
B-BBEE STATUS LEVEL	Yes				E STATUS SWORN	☐ Yes	
VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	□No			AFFID		☐ No	
IF YES, WHO WAS THE							
CERTIFICATE ISSUED BY?	AN AC	COLINTING	OFFICER	AS CO	ONTEMPI ATFI	D IN THE CL	OSE CORPORATION
AN ACCOUNTING OFFICER AS	☐ ACT (C	CCA)					
CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND		IFICATION A	GENCY AC	CCREE	DITED BY THE S	SOUTH AFRIC	CAN ACCREDITATION
NAME THE APPLICABLE IN THE TICK BOX	A REG	SISTERED AU	IDITOR				
HONDON	NAME						



SBD1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ANSWER 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 MA	AY BE DIRECTED TO:	TECHN	IICAL INFORMATION MA	Y BE DIRECTED TO:
DEPARTMENT/ PUBLIC ENTITY	CORRECTIONAL SERVICES		ACT PERSON	KATLEGO NTSOANE AND MAITE MOLOKOMME
CONTACT PERSON	FRANK SMIT/JACOB KGAABI		HONE NUMBER	012 306 2008 / 306 2105
TELEPHONE NUMBER	012 306 2083/85	FACSI	MILE NUMBER	012 323 0340
FACSIMILE NUMBER	012 323 0340	E-MAIL	. ADDRESS	Katlego.Ntsoane@dcs.gov.za Maite.molokomme@dcs.gov.za
	Jacob.kgaabi@dcs.gov.za			
E-MAIL ADDRESS	frank.smit@dcs.gov.za			



1. BID SUBMISSION:

SBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LA CONSIDERATION.	ATE BIDS WILL NOT BE ACCEPTED FOR
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-1	TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIC TO BIDDING INSTITUTION.	COMPLIANCE STATUS; AND BANKING
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION DIRECTORSHIP! MEMBERSHIP!IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE	A NOT BE SABWILLED MITH THE RID I
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK AC PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	T 2000 AND THE PREFERENTIAL) AND, IF APPLICABLE, ANY OTHER
2.	TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	R (PIN) ISSUED BY SARS TO ENABLE THE
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FIL TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSIT	.ING. IN ORDER TO USE THIS PROVISION, E <u>WWW.SARS.GOV.ZA</u> .
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, E PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPMUST BE PROVIDED.	PLIER DATABASE (CSD), A CSD NUMBER
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES NO
IF TH	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBT.	AIN A TAX COMPLIANCE STATUS / TAX

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





PRICING SCHEDULE - FIRM PRICES (PURCHASES)

NOTE:

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

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

Name of bidder	Bid number : LMN 01/2023
Closing Time 11:00 on 14 AUGUST 2023	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION/SPECIFICATION	CORRECTIONAL CENTRE TO BE DELIVERED TO	DOES THE OFFER COMPLY WITH SPECIFI CATION YES/NO	BID PRICE IN RSA CURRENCY (INCLUDING ALL APPLICABLE TAXES)
1.	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BAKERY EQUIPMENT AND MACHINERY FOR STANDERTON CORRECTIONAL CENTRE.	STANDERTON		R
1.1	PRELIMARY, GENERAL AND MISCELLANEOUS (BILL 1).			K
1.2	PROVISION ,GENERAL AND MISCELLANEOUS. (BILL 2).			R
1.3	BAKERY MACHINERY, EQUIPMENT, ACCESSORIES AND INSTALLATION (BILL 3).			R
1.4	BUILDING WORKS (BILL 4).			R
	10 % CONTIGENCY			R
	TOTAL BID PRICE / AMOUNT			R
	NB :PLEASE REFER TO THE ATTACI BILL OF QUANTITIES, SPECECIAL AI FOR THIS BID FOR COMPLIANCE.	HED FULL SPECIF ND GENERAL COI	CICATION, NDITIONS	Page 1 o

Page 1 of 2



ALL APPLICABLE TAXES" includes Value-added tax, pay as you earn income tax, unemployment Insurance fund contributions and skills development levies.

NOTE: According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

All delivery costs must be included in the bid price, for delivery at the various prescribed destinations. Standerton Correctional Centre Required by: Country of origin : Does the offer comply with the specification? Yes No If not to specification, indicate deviation(s) **DELIVERY IS REQUIRED INTO THE STORES** Delivery basis (al delivery costs must be included in the bid OF THE INSTITUTION AS INDICATED price) Are you the actual manufacturer/dealer (who normally Yes No keeps stock of the required items)? If not, kindly indicate the following: What value will you add to the contract? NB: Details of your supplier (manufacturer/producer/dealer) from whom you will source the item. IT IS COMPULSARY FOR BIDDERS TO COMPLETE THIS SECTION IN FULL EVEN IF THEY DO NOT MAKE USE OF A THIRD PARTY. Name of supplier: Physical Address: Telephone number: E-mail address: *Mark the relevant block with an X

The attached Specifications and requirements and also Special Conditions of Bids (BD 4.1) for appointment of Land Surveyer should be thoroughly studied before bid documents is completed.



BD 4.1

DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: LMN 01/2023

SUPPLY, DELIVERY AND INSTALLATION OF BAKERY MACHINERY, EQUIPMENT AND ACCESSORIES FOR ONCE-OFF PERIOD: STANDERTON CORRECTIONAL CENTER: DEPARTMENT OF CORRECTIONAL SERVICES: LMN REGION



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1. INTRODUCTION

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 1.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 These conditions form part of the bid and bidders need to familiarize themselves with the content thereof.

2. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

2.1 Bidders need to register on the National Treasury Central Supplier Database in order to do business with the state. Accounting Officers cannot award any bid or price quotations to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self-registration.

3. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

- 3.1 Bidders must ensure that all certified copies comply with the Regulation governing the administering of an oath or affirmation. The Commissioner of Oath must append a signature, date and also print out name. Copies that do not comply with this Regulation will be regarded as invalid.
- 3.2 The date of certification of the original on all copies submitted should not be older than six (6) months.

4. CONTRACT PERIOD

4.1 The contract shall be for **once-off period**

5. QUANTITIES

5.1 The quantities furnished in the bid are <u>estimated quantities</u> and no guarantee can be given regarding the actual quantities that will be ordered.

6. RESPONSE FIELDS

- 6.1 It is imperative that bidders submit responsive bids by completing all mandatory response fields and item questionnaires for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.
- 6.2 Bid documents should not be retyped or redrafted.
- 6.3 The following price quotation documents must be completed in ink, signed and submitted in an original format:



Document	Description
SBD 1	Invitation to Price Quotation
SBD 3.1	Pricing Schedule
SBD 4	Declaration of Interest
SBD 6.1	Preference points claim form in terms of the preferential procurement regulations 2022

- Alternative offers may be made for any item(s) on condition that the offer complies with the specification. It must clearly be marked as an alternative offer.
- 6.5 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

7. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2
Mandatory Requirements	Price and Specific goals
Compliance with mandatory	Bids evaluated in terms of Preferential Procurement
requirements	Regulations, 2022 and Internal DCS Procurement Policy

7.1 Phase 1: Mandatory Requirements

7.1.1 Registered on CSD

- 7.1.1.1 Bidder must be registered on the Central Supplier Database (CSD) and provide its CSD number and as per SBD1.
- 7.1.1.2 When a Consortium/ joint Venture / Sub- contracts are involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Supplier Database.
- 7.1.1.3 Bidder must submit proof of registration with the department of labour as a 3 phase electrical contractor.
- 7.1.1.4 Bidder must submit proof of registration with the CIDB(Construction industry development board) with grade 4EP/4EB and higher
- 7.1.2 Certification: Confirmation of supply arrangements between the bidder and his/her supplier
- 7.1.2.1 Any bidder who does not normally keep stock of the item and is sourcing the goods and services from a third party (manufacturer/producer or dealer/ distributor who normally keeps stock) for the purpose of delivering the item to the Department, must ensure that the attached BD 27 is completed by his/her supplier after they have familiarized themselves with the item(s) / description(s) / specifications and conditions of the bid for all relevant goods and services required from this bid. Failure to submit a BD 27 signed by the bidder and his/her supplier will invalidate the bid.



- 7.1.2.2 Third parties must especially acquaint themselves with the conditions applicable to price increases.
- 7.1.2.3 A letter issued on the official letterhead of the third party addressing the information below is acceptable:
 - Confirmation that there is a mutual agreement between the bidder and the third party (manufacturer/dealer who normally keeps stock);
 - Confirmation that firm supply and financial arrangement are in place; and
 - Confirmation that the third party has familiarized themselves with the item descriptions/specification and bid terms and conditions relating to the listed items.
- 7.1.2.4 The bidder must ensure that the supply arrangements for the required goods and services have been mutually agreed on with his/her supplier. No agreement between the bidder and his/her supplier will be binding on the Department.
- 7.1.2.5 The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, it will invalidate your bid.
- 7.1.2.6 The Department will only accept an original/copy of the completed and signed BD 27/letter.

7.1.3 Attendance of Compulsory Site Visit Meeting (BD 6.1)

Proof of the attendance of the Compulsory site visit meeting (BD 6.1), completed by the bidder and signed by designated representative of the Department, must be submitted with the bid documents.

7.1.2.7 Failure to provide the signed and stamped BD 6.1 will automatically invalidate your bid.

7.1.4 Standards/Specifications

7.1.4.1 Bidders are required to comply with the attached National Department of Correctional Services Product Specification.

7.1.4.2 Training/Skills Transfer

The operation/demonstration of the machine/equipment must be full demonstrated to the bakery officials of the Department on the site where it is required. One (1) full day operational training must be provided free of charge to the relevant bakery officials/operators of the Department of Correctional Services at the centre within a period of 30 days after delivery. Operational manual to be provided upon hand-over.

Contractor should transfer skills to two(2) or more officials on installation, commissioning and servicing.

7.1.4.3 Delivery & Installation

Delivery and installation must be included in the price. The equipment must be delivered at the centre with the presence of a representative of the supplier and the relevant bakery official of the Department of Correctional Services. The equipment



must be inspected by the relevant bakery official of the Department in the presence of the supplier.

Should any deviation from the specification occur during inspection, the equipment will not be accepted. The Department will not be held liable for deviation of the specification by the supplier.

- 7.1.4.4 Bidders are required to sign and comply with the attached terms of reference for electrical works in **Annexure A**
- 7.1.4.5 Bidders are required to comply with the detailed drawing and specification attached in **Annexure B**

7.1.4.6 Service And Maintenance

The contractor to include in the Bill of Quantities the price for service and maintenance of all the equipment and machinery as per the manufacturer specifications and manuals for the period of 12 months after hand-over. All cost of servicing and maintenance during this period is to be included in the bid price and shall be deemed to have been included in the tender amount upon appointment. The cost should include transport to and from the local agent/service centre. All services must be carried out by the local agent/service centre on the prescribed interval.

7.1.4.10 Warranty/Guarantee

The contractor shall be responsible for the warranty of all the item(s) supplied for 12 months from Hand-over on all items that is installed. The Defects Liability Period shall commence concurrent with the guarantee/warranty period. The item(s) supplied shall have no defects arising from design, material, workmanship or any act or omission of the supplier, that may develop under normal use of the item(s) supplied. The warranty must be carried out by the local agent/services centre on the prescribed interval as the warranty stipulates. This service must be free of charge (including the transport to and from the services centre)

7.1.5 References

7.1.5.1 Attach proof of previous experience (Reference Letter) of similar programmes conducted by the bidder within 72 months. The reference letter must indicate contactable details such as email, fax, telephone numbers and address.

7.1.6 Bidding for all sub-items

- **7.1.6.1** Bidders need to bid for all sub-items per item, as the bid will be considered and awarded as a whole (as one item).
- 7.1.7 Failure to comply with all requirements stipulated in paragraph 7.1. will invalidate your Bid.

7.2 Phase 2: Price and Specific goals

7.2.4 In terms of Regulation of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20 or 90/10-



preference point system in terms of which points are awarded to bidders on the basis of:

- a) Bid price (maximum 80 points)
- b) Specific goals (maximum 20 points)
- 7.2.5 The following formula will be used to calculate the points for price:

Cases w	ith a Rand	value below R50 million (all applicable taxes included)
Ps = 80	$\left(1 - \frac{Pt - Pr}{P \min}\right)$	$\left(\frac{\min}{1}\right)$
Where:		
PS	=	Points scored for comparative price of bid or offer under consideration
Pt	=	Comparative price of bid or offer under consideration
Pmin	=	Comparative price of lowest acceptable bid or offer

7.2.6 Specific goals as per Department of Correctional Services policy will be awarded as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)
Women	4	8
Youth	2	5
Black	2	4
People living with disabilities	2	3

7.2.7 The following documentary proof must be submitted to claim for specific goals:

7.2.7.1 Women: Signed affidavit (signed off by SAPS) confirming gender, BBBEE certificate, Sworn

Affidavit as per DTI prescribed template.

- **7.2.7.2** Disability: Medical certificate signed by the doctor.
- **7.2.7.3** Black: Signed affidavit (signed off by SAPS) confirming race, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.
- **7.2.7.4** Youth: Certified Identity document, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

Note: For a bidder to qualify for preference points, ownership of 51% or more per procurement goal/historically disadvantaged individual must be obtained.

7.2.8 The date of certification should not be older than six (6) months.



- 7.2.9 The points scored by a bidder in respect of specific goals will be added to the points scored for price.
- **7.2.10** The points scored will be rounded off to the nearest 2 decimals.
- 7.2.11 Bidders are required to complete the preference claim form (sbd 6.1), and submit all mentioned supporting documents as documentary proof in par 7.2.4 to claim points. Preference points will be allocated to bidders who completed sbd 6.1 form and who substantiated their claim with the mentioned documentary proof.
- **7.2.12** Failure on the part of the bidder to comply with paragraphs 7.2.4 and 7.2.8 above will be deemed that preference points contribution are not claimed and will therefore be allocated zero (0).

7.3 Phase 4: Awarding of bids

- 7.3.4 A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and specific goals), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.
- 7.3.5 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for specific goals.
- **7.3.6** Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

8 VALUE ADDED TAX

All bid prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.

9 DECLARATION OF INTEREST (SBD 4)

- 9.1 It is important that bidders acquaint themselves with the content of the Declaration of Interest (SBD 4).
- 9.2 A bidder or his/her authorized representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where
 - a) The bidder is employed by the state; and/or
 - b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 9.3 The Declaration of Interest (SBD 4) must be completed in full.
- 9.4 Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, and this Department will act against



such bidder (company) and/or it's Directors in terms of paragraph 23 of the General Conditions of Contract.

10 PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

- 10.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.
- 10.2 The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2) (a) specifies that an employee of the State may not conduct business with the State.
- Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Declaration of Interest).

11 FRONTING

- 11.1 The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:
 - An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.
 - b) The Department of Correctional Services, in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the bid documents.
- Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/ investigation, the onus will be on the bidder/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/ contract and may also result in the restriction of the bidder/ contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder/ contractor concerned.

12 PRICE AND PRICE QUALIFICATION

- 12.1 Prices submitted for this bid are firm.
- 12.2 Prices shall be quoted in South African currency.
- 12.3 The bid prices shall be given in the units shown.
- 12.4 Prices must be inclusive of supply, delivery, installation and commissioning and cost and all applicable taxes.



13 SUBMISSION OF BIDS

13.1 Each bid should be submitted in a separate sealed envelope or suitable cover on which the name and address, the bid number and the closing date must be clearly endorsed.

14 LATE BIDS

14.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.

15 COMMUNICATION

- 15.1 No communication with any Procurement Official will be allowed during the running period of the bid.
- 15.2 Communication after the closing date of the bid must be in writing and addressed to the Regional Coordinator: SCM, e-mail address Jacob.kgaabi@dcs.gov.za.
- 15.3 The Department may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period. Failing to do so will invalidate your bid.

16 COUNTER CONDITIONS

16.1 Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidations of such bids.

17 VENDOR ASSESSMENT (CAPABILITY AND FINANCIAL ABILITY)

- 17.1 The Department will have the right to confirm the ability of bidders to execute this contract successfully. This includes an investigation by the Department or its appointee of the following:
 - a) The bidder's financial position to execute the contracts,
 - b) Previous contracts executed and current contracts (SBD 4 and SBD 8 must complete),
 - c) Delivery periods, quality and quantity of products.
- 17.2 Please provide contactable details of current and previous clients for the supply and delivery of similar items and where the business was gained in the last 72 months by means of a price quotation/bidding process (Reference letters from client's letter head).
- 17.3 The premises/factory of the bidder or contractor should be open at all reasonable hour for inspection by a representative of the Department and/or its approved institution.
- 17.4 Should the contractor not cooperate in any of these matters and/or do not have the capability to execute the contract his/her offer will be regarded as not acceptable.



18 NEGOTIATIONS

The Department reserves the right to negotiate with bidders prior to the award of the bid.

19 ORDERS/DELIVERIES/DELIVERY BASIS

- 19.1 Before delivery of any product on this contract is conducted, the contractor must be in possession of an official order issued by an authorized official of the Department.
- 19.2 Firm delivery period must be quoted for the duration of the contract period.
- 19.3 All deliveries and dispatches must be accompanied by a delivery note stating the official order number against which the delivery is affected.
- 19.4 Deliveries not complying with the order/specifications will be returned to the contractor at the contractor's expense.
- 19.5 The Department of Correctional Services may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.

20 CONTRACT MANAGEMENT

- 20.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.
- 20.2 Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

21 PENALTIES

- The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)
- 21.2 The following formula will be utilized for this purpose:

$$Penalty = \left(Vx \frac{10}{100}\right) x N$$

V = Value of delayed goods or services

N = Number of days of delay

A penalty will be limited to 30% of the value of delayed goods or services.

21.3 In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads on delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and 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."

The Department may terminate the contract at its sole discretion due to unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.) during the window period of two months, following the occurrence of the unsatisfactory performance.

22 PAYMENTS

- 22.1 Payments will only be effected by the Department in the following cases:
- 22.1.4 The successful completion of a deliverable/ service in line with the specification/ terms of reference.
- 22.1.5 Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timeously.
- 22.1.6 The invoices must be accompanied by an inspection certificate, certificate of compliance for electrical works and proof of delivery.
- 22.2 Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

23 SETLLEMENT OF DISPUTES

23.1. Should any dispute arise from the contract paragraph 27 of the General Conditions of Contract shall apply.



24 ANNEXURES

ANNEXURE A



DEPARTMENT OF CORRECTIONAL SERVICES

LMN 01/2023: ELECTRICAL WORKS-SPECIAL CONDITIONS: SUPPLY, DELIVER, INSTALL, AND COMMISSION OF BAKERY, MACHINERY AND EQUIPMENT

Standerton Correctional Centre

General Conditions of Contract: CIDB GRADING

It is estimated that bidders should have a CIDB Contractor grading designation of 4EP or 4EB or higher.

COMPILED BY: DCS, Chief Directorate: Facilities Management

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- 14. PREAMBLES TO SCHEDULE OF QUANTITIES
- 15. ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE

1. INTENT

This specification calls for the supply, installation, and commissioning of electrical services related to a new bakery, at the Department of Correctional Services, Standerton Correctional Centre.

Prospective contractor/s shall be required to familiarise themselves with the conditions of the electrical services and equipment referred to herein, and site conditions.

This specification shall form an integral part of other relevant contract documents as obtained from CIDB, OHSA, by-laws, SANS and Standard Specifications available from the Department of Public Works and Infrastructure.

All equipment and material within this contract shall have minimum guarantee of 12 months on all components and workmanship.

- The successful contractor will be responsible for regular inspections, maintenance and services as recommended by the original equipment manufacturer (OEM) on all equipment and components specified in this document and /or all components supplied and installed under this contract.
- The successful contractor will be responsible for unplanned maintenance on all the equipment and associated services under this contract for the duration of contract period.
- The successful contractor shall supply a maintenance plan, covering all maintenance aspects as recommended by the OEM and stipulated in various applicable laws, regulations and standards. A check list and job card for each maintenance incident (i.e. inspection, repairs and service) must be completed and it must be countersigned by the delegated maintenance representative of the DCS after completion.

QUANTITIES CANNOT BE GUARANTEED. Bidders shall quote for all equipment and all accessories specified within this document. The procurement of the equipment and services shall take place as and when needed, spread over the contract period. Servicing and maintenance of newly installed equipment and components and guaranteeing free of defect for the full maintenance period form part of this contract. Bidders must fully comply with all mandatory requirements. Failure to comply with this requirement below will be regarded as mandatory non-performance and will cause immediate disqualification. The Department of Correctional Services reserves the right to award the contract in it's totally to one contractor. This part contains the engineering specification and schedule of quantities for the engineering work which shall be read in conjunction with the balance of the contract document, including the conditions of the contract.

2. REQUIREMENTS

This particular specification must be read with bills of quantities, drawings, and shall form part of the Technical Specification contained in this document. Bidders may submit bids for standard equipment which comply as closely as possible with the specification. Any deviation from the specification must be fully defined. All connections, installations and terminations of the required cabling and switch gear will form part this contract where applicable. Full particulars, performance curve and illustration of the equipment offered must be handed in together with the bids.

The scope of work includes, but not limited to the following equipment (quantities not guaranteed):

DCS: LMN 01/2023: ELECTRICAL WORKS-SPECIAL CONDITIONS: SUPPLY, DELIVER, INSTALL, AND COMMISSION OF BAKERY, MACHINERY AND EQUIPMENT

- Cable support and cabling,
- · Switchgear (circuit breakers, isolators, socket outlets and switches),
- · Automatic Source Selector,
- · Purpose made Distribution board,
- Earthing,
- Testing, commissioning, and certification.

The new installation shall comply with the latest requirements of OHSA and Regulations and SANS 10142-part 1 and 2.

3. NOTICE TO BIDDER

This tender is for the supply, installation, and commissioning of new electrical services and associated equipment for the new planned bakery, at Standerton Correctional Centre. Decommissioning of damaged equipment will form part of this contract. All decommissioned equipment will remain the property of the DCS. Particulars of all decommissioned equipment will be updated on the Asset Register by the DCS. The contractor will be obligated in terms of this contract to ensure first delivery of associated equipment within a prior arranged period, which shall be agreed upon by all relevant parties after receiving an official order form and/or in terms of the approved Program of Works. The contractor shall fully acquaint themselves with the nature of the work carried out, the locality of the plant and any possible hindrances in the execution of the installation, services and maintenance and to allow for these entire factors in their price, as any later claim based on unforeseen events or knowledge will not be entertained. The contractor shall be entirely responsible for referencing all relevant standard specification of the DPWI, DCS and SANS or other applicable published standard whether such standard is referenced in this document or not and ensuring compliance with the Engineering Works therewith. The references in this document to standard specification shall not be construed as limiting, and are given merely as a guide for basic reference. Where SANS is stated, the applicable SANS shall apply. It is a specific condition that if it is necessary to replace any equipment, (not part of this contract) that the DCS reserve the right to source additional quotations and to accept a specific quotation, in term of the DCS acquisition regulation and standard. The DCS further reserve the right to accept or decline such variations.

All new installations and repair work shall be executed with approved materials and equipment suitable to the systems and/or installations they serve. The said work shall be executed in accordance with the relevant codes of practice, standards, regulations, municipal laws and by-laws, manufacturer's specifications and codes of practice and all additional and particular specifications included in this document. The repair work items are listed in tabular form in the specification with all relevant details such as capacity, size, manufacturer, model number, etc.

All work shall be executed within the specified durations as listed in this document. All new equipment, materials and systems shall be furnished with a written guarantee of a defects liability period of 12 months from date of issue of a certificate of completion for the repair work. These guarantees shall be furnished in favour of the DCS. On completion of the required and specified repair work the systems, installations and equipment shall be commissioned and handed over to the satisfaction of DCS.

4. CONSTRUCTION WORKS

- 4.1 General installation, commissioning and maintenance on all equipment supplied under this contract shall comply with the recommended practices of the manufacturer and all applicable laws, regulations and standards.
- 4.2. The prospective contractor shall supply a works plan made of construction and maintenance plan in compliance to item 4.1 with the bid. The plan shall contain the following as minimum requirements:

4.2.1. Construction plan

- Company profile and organogram,
- Details of responsible persons,
- Project Plan
- Consumables and Materials,
- Risk plan,
- Health and safety plan, in compliance to Occupational Health and Safety Act of 1993 and Regulations,
- Insurances,
- · CIDB grading.
- Tax Clearance certificate

4.2.2. Maintenance plan

- · Company profile and organogram,
- Details of responsible persons,
- Maintenance schedule,
- Unplanned maintenance plan,
- Operation and maintenance instructions,
- Checklists,
- Consumables and Materials,
- Risk plan,
- Health and safety plan, in compliance to Occupational Health and Safety Act of 1993 and Regulations.
- · CIDB grading.
- Tax Clearance certificate.

The tender price shall be all inclusive of the works and maintenance requirements as discussed herein.

5. TENDER CONDITIONS

5.1	Completion of Tender Documentation	
	The tender shall explicitly state either "comply" or "Do not Comply"	07475
	Regarding all the requirements outlined in this document except where	STATE:
	otherwise stated. Bids shall avoid term such as "yes", "no ", "noted",	
	"accepted", "as specified", "see attached letter" etc	
5.2	All clauses shall be answered. It is the responsibility of the Bidder to ensure	
	that all the clauses are answered. If a clause is not answered, it shall be	STATE:
	regarded as non-compliance to that clause.	STATE.
5.3	Whenever technical parameter is specified as requirements, Bids shall state	
	numerical value(s). Numerical value shall be stated in the same unit of the	STATE:
	technical parameter specified.	STATE.
5.4	Acceptance of bid	
	The DCS reserves the right to accept any Bid, part of a Bid or No Bid at all.	
	Bidder shall state only against the clause either "accept" or "not accepted"	STATE:
5.5	Alternative offers	
5.5	When Bidders submit an alternative offer (s) the following guidelines shall	-
	When pidders arbuilt an alternative ones (e) are removing garagement	
	be followed. Non-compliance with these guidelines shall result in the non-	
	be followed. Non-compliance with these guidelines shall result in the non-acceptance of the alternative offer. If a Quotation does not submit an	STATE:
	acceptance of the alternative offer. If a Quotation does not submit an	STATE:
	acceptance of the alternative offer. If a Quotation does not submit an alternative offer(s), the Bidder shall state "Not Applicable" only to this	STATE:
5.6	acceptance of the alternative offer. If a Quotation does not submit an alternative offer(s), the Bidder shall state "Not Applicable" only to this section.	STATE:
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6. GENERAL SPECIFICATION

STAT	TE UNDER PARTICULAR OF TENDER AGAINST EACH REQUIREMENT WHETHER THE BID PLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	YES	NO
6.1	This Bid is for the supply of electrical services and associated works, at Standerton Correctional Centre. Decommissioned of damaged equipment will remain the property of the DCS. (as specify		
6.2	in this document) The contractor will be obligated, in terms of this contract, to ensure first delivery within the agreed programme for all equipment installation. The Contractor shall fully acquaint themselves with the		
	nature of the work to be carried out, the locality of the plant and any possible hindrances in the execution of the installation, services and maintenance, and to allow for all of these factors in their prices, as any later claim bases on unforeseen events or knowledge will not be entertained (as specify in this document).		
6.3	All piping, cabling connections and related works are included in contract.		
6.4	Service and Maintenance –All original job-cards must be attached to the applicable invoices, for payment purposes. The applicable documentation, such as load test certificates, COC, and photo's, should be attached to the job-cards, as part of the supporting documentation. The contractor will supply job cards in accordance with the example including herein. The job card must be completely legibly in black ink after completion of each service and/or maintenance.		
6.5	Operation and Maintenance Manuals – The contractor shall hand over, at the completion of the works one (1) original and two copies of the necessary operating and maintenance manuals, required for all plant and equipment supplied and installed by him or her as part of the works. A complete description of all operating procedures and safety measures shall be included in the manual. A basic "Fault Finding Guide" shall also be included. (as specify in this document)		
6.7	Maintenance Requirement – The manufacturer's recommendation with regard to the routine servicing and maintenance of all equipment shall be included in the manual. This data shall include the recommended service interval and the estimated hours required for each type of service, for each item of equipment, together with a list of agents/contractors authorized to carry out service/maintenance.		
6.8	The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgment, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the DCS. All work shall be executed in a first-class manner by qualified tradesman. The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the Contract Document.		
6.9	The Contractor shall comply with the requirements of the Health & Safety Specification and applicable regulations. The contractor shall refer to the site information, and the specifications describing the scope of the Engineering Works, for information about the type of environment in which the work is to be executed		

DCS: LMN 01/2023; ELECTRICAL WORKS-SPECIAL CONDITIONS: SUPPLY, DELIVER, INSTALL, AND COMMISSION OF BAKERY, MACHINERY AND EQUIPMENT

STAT	E UNDER PARTICULAR OF TENDER AGAINST EACH REQUIREMENT WHETHER THE BID PLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	YES	NO
6.10	All newly installed as well as replaced equipment must be placed on DCS Asset Register. It will be the responsibility of the appointed contractor to forward detailed descriptions, model references, fabrication, serial numbers and a COC for the purpose of upgrading the asset register.		
6.11	 The appointed contractor, or any sub-contractor or representative of the contractor will adhere to the following compulsory standard, during the planning, design and installation phases. Compulsory specification for Electrical and Electronic Apparatus, as published by Government Notice No. R 89 (Government Gazzette 31844) of 06 February 2009. (VC 8055) Compulsory specification for circuit-breakers, as published by Government Notice No. 1090 (Government Gazette 20461) of 17 September 1999. (VC 8036); Compulsory specification for earth leakage protection units, as published by Government Notice No. 2286 (Government Gazette 10987) of 16 October 1987 (VC 8035); Compulsory specification for manually operated switches for fixed installations, as published by Government Notice No R438 (Government Gazette 18779) of 3 April 1998. (VC8003); Compulsory specification for plugs, socket-outlets and socket —outlet adaptors, as published by Government Notice No. R 442 (Government Gazette 18779) of 3 April 1998. (VC8008); Compulsory specification for the safety of electric cables with extruded solid dielectric insulation for fixed installations (300/500V to 1 900/3 300V), as published by Government Notice No. R1169 (Government Gazette 21759) of 24 November 2000. (VC 8075); Compulsory specification for the safety of flexible cords for electrical appliances, as published by Government Notice No. 1212 (Government Gazette 16598) of 11 August 1995. (VC 8006); 		
6.12	All electrical cables, unarmoured and armoured, shall be locally manufactured and shall bear the SANS stamp of approval.		
6.13	New equipment and material shall be supplied with a written guarantee confirming a defects liability period of 12 months from date of practical completion. These guarantees shall be furnished in favor of the DCS.		
6.14	Equipment and material installed shall be new and unused.		
6.15	All certificates such as proof of registration issued by the Construction Industry Development Board and an original valid Tax Clearance Certificate issued by the South African Revenue Services must be attached to the quotation.		
6.16	The Contractor shall ensure that all safety regulations and measures are applied and enforced during repair work on cabling, wiring, distribution boards, luminaires, power points and fixed appliances.		

7. CONDITIONS OF CONTRACT

The Contractor shall comply with the obligations and requirements of the Agreement and Contract Data documents contained in Part C1 including the General Conditions of Contract (GCC).

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, including;

- Risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and
 of the standardized specifications, except where provision is made in the Project Specifications to
 cover compensation for any of these items.
- Head office and site overheads and supervision.
- Profit and financing costs.
- Sureties, employment related expenses, statutory expenses.
- Indemnities & insurances: The contractor will only be permitted to perform work on the site if a valid
 insurance policy document and proof of cover or premium payment have been submitted and
 approved.
- The Contractor shall maintain current registration and have paid the necessary fees to the Compensation Commissioner in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (COID). The contractor will only be permitted to perform work on any site if a valid Letter of Good Standing issued by the Compensation Commissioner has been submitted and approved.
- A detailed program for the execution of the engineering works, Maintenance works and Installation
 works for the whole of the contract period, listing each plant, its location and fixed dates of
 maintenance. The contractor will be required to comply with the program at all times.
- Expenses of a general preliminary and general nature not specifically related to any item or items
 of permanent or temporary work.

8. ADMINISTRATIVE FACILITIES, EQUIPMENT AND MATERIALS

The following administrative facilities shall be provided.

- <u>Site Instruction Book</u> Not applicable. The use of official correspondence (e-mail and facsimile) will be used for instructions and liaison.
- <u>Electricity & Water for the Works</u> The employer will allow the use of water and electricity for construction free of charge where readily available. The contractor shall provide suitable temporary facilities such as electricity extension cables, water hoses & water containers as necessary while work is being performed.

The delivery time of a new component/subassembly/machine or spares required for the repair of the defective component/subassembly shall enable the contractor to successfully complete the repair work within the maximum breakdown down-time allowed, due to the fact that all the facilities covered in this project, are totally reliant on electricity and related services, any form of breakdown will be regarded as a fatal breakdown priority level.

"Maximum down time" shall mean the period of time allowed repairing a breakdown, and "actual down-time" shall mean the measured period from the instant when the breakdown was logged with the contractor until the installation has been repaired to its functional specification. The proposed maintenance plan shall include the description of all response and repair times.

9. MATERIAL AND WORKMANSHIP

The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meeting of the Contract Document and shall have the authority to reject any work and materials, which, in his judgment, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the DCS, Facility Management. All work shall be executed in a first-class manner by qualified tradesman. The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the Contract Document. The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall co-operate with and co-ordinate the work of others as may be applicable. All components and their respective adjustments, which do not form part of the equipment installation work, but influence the optimum and safe operation of the equipment shall be considered to form part of, and shall be included in the Contractor's scope of works. All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable. The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client. The Contractor is to include for all scaffolding and "tools of trade" required for completing the scope of work.

10. SAFETY COMPLIANCE

The Contractor shall comply with the requirements of the Occupational Health & Safety Act and Regulations referenced above. The contractor shall refer to the site information, and the specifications describing the scope of the Engineering Works, for information about the type of environment in which the work is to be executed. Notwithstanding anything stated in this document the contractor shall be responsible for determining the safety requirements of the site. The premises in which the reticulation plant is situated will be occupied by staff during the contract period. Working areas shall therefore be demarcated by means of suitable signs and warning tape which shall be removed on completion of work. Work in building interiors with gas torches or welding machines for joining pip-work shall be executed with care and temporary protection for any adjacent timber, ceiling, tile roof or other flammable material shall be employed. A comprehensive H&S Plan shall be prepared and submitted for approval. A copy shall be available in the contractor's vehicle when attending any site to perform maintenance work. Asbestos risk analysis & safe work procedures shall be included if applicable.

11. QUALITY SPECIFICATIONS FOR MATERIALS AND EQUIPMENT OF ELECTRICAL INSTALLATIONS

The latest edition, including all amendments up to date of the bid, of the following specifications, publication and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof.

General	Distribution	LV cables and conductors	Lighting system	Earthing and lightning	Small power installation			
	and meter boards			protection system	Power outlets	Conduits, power skirting cable trays and ducting		
SANS 10142-1	SANS 152	SANS 10150	SANS 10114	SANS 10313	SANS 152	SANS 763		
SANS 10142-2	SANS 156	SANS 10198	SANS 163	SANS 10199	SANS 163	SANS 764		
SANS 10160	SANS 171	SANS 1411	SNBS 1012		SANS 164	SANS 950		
SANS 10400	SANS 172	SANS 1507	SANS 1084		SANS 1084	SANS 1065		
SANS 1222	SANS 173		SANS 1250		SANS 1239	SANS 1085		
SANS 60335-1	SANS 763		SANS 1279		SANS 60947	SANS 1197		
	SANS 1092		SANS 1777					
	SANS 1180							

12. SCHEDULE OF DOCUMENT REQUIREMETS

The **contractor** shall hand over, at the completion of the WORKS a data pack made up of both hard and electronic copies. The hard copies shall comprise of one (1) original and two copies of the data pack and the electronic copies shall be supplied on a compact disc or flash drive.

The information in the data pack shall comprise of ALL WORKS INFORMATION and the following data where applicable:

- > Scope of Work
- > Operating Instructions
- Normal Operation
- Safety Measures
- Fault Finding Guide
- > Equipment Information
- > Schedule of Information
- > List of Spares and Agents
- Design Data
- As Commissioned Data
- > Maintenance Requirements
- Approved Service Schedules

DCS: LMN 01/2023: ELECTRICAL WORKS-SPECIAL CONDITIONS: SUPPLY, DELIVER, INSTALL, AND COMMISSION OF BAKERY, MACHINERY AND EQUIPMENT

- Manufacturer's Service Recommendations
- > Manufacturer's Literature
- > Equipment Brochures
- Proprietary Drawings
- As Built Drawings
- Mechanical and Electrical Drawings
- System Layouts and Schematics
- Training Certificates

13. WARRANTY PERIOD, SERVICE AND MAINTENACE

13.1. WARRANTY

The contractor shall be responsible for the initial maintenance/warranty for the Defects Liability Period of 12 months from Practical Completion on all new equipment that is installed. The Defects Liability Period shall commence concurrent with the guarantee period.

13.2. SERVICE AND MAINTENANCE

The contractor to include in the Bill of Quantities the price for service and maintenance of all the equipment and machinery as per the manufacturer specifications and manuals for the period of 12 months after practical completion date. All cost of servicing and maintenance during this period is to be included in the bid price and shall be deemed to have been included in the tender amount upon appointment.

14. PREAMBLES TO SCHEDULE OF QUANTITIES

PRICE SCHEDULE

General – The Schedules of Quantities define the scope of the Engineering Works in terms of the measurement and payment parameters specified. The Schedules shall be read in conjunction with the General Conditions of Contract, the Special Conditions, and the Conditions of Tender; the quantities stated on the schedules are provisional and are subject to re-measurement upon completion. Quantities cannot be guaranteed. Bidders shall quote for all equipment and all accessories specified within this document. The procurement of this material or equipment shall take place as and when needed, spread over the contract period. Servicing and maintenance of all newly installed equipment and components and guaranteeing free of defects for the full maintenance period of 12 months, will form part of this contract.

Descriptions & Measured Items – The Schedule of Quantities consists of Descriptions followed by measured items (Item lines) which specify the items of differing dimensions, ratings, etc. which comply with the overall requirements of such Description. The measured items may add, subtract or in any other way vary the Description. Below each item line the measured quantities applicable to each of the applicable sections of the Works appears under the relevant column heading, the total of which is shown under the Quantity column. The terms used and Schedule layout are defined in the *Schedule of Quantities* Legend which is presented at this Preamble. The Schedule of Quantities is based upon the Standard system of measurement modified as necessary. **Fixed Rates** – Rates shall be fixed for the duration of the contract. **All inclusive** – The Descriptions and item lines are of necessity abbreviated summaries of the

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specifications and unless otherwise stated or elsewhere measured, shall include all necessary components and accessories required or necessary for the correct functioning or performance of the item when incorporated into the Engineering Works. The rates and prices shall accommodate the nature of the Engineering Work and any restrictions which apply to the Works Environment and the Site of the Works, shall include all the costs and expenses that may be required in and for the construction of the Works described and shall include the cost of all general obligations, risks and liabilities stated or implied in the contract documents.

Such rates and prices shall, however, exclude Value Added Tax (VAT), which shall be applied only where specified.

Quantities net – The quantities set out in the Schedule are intended for measurement and payment purpose only. Material and equipment orders shall not be based upon such quantities but upon the Contractor's own assessment. Payment certificates and job cards will be signed off and certified by the delegated DCS Official.

Quantities Provisional – The quantities set out in the schedules are measured provisionally and will be subject to re-measurement on completion. Payments Certificates and Job cards will be signed off and certified by the Facilities Manager or representative.

15. ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE

I, the undersigned, acknowledge receipt of a complete set of bid documents with the following attached documents:

 Electrical Works-Special Conditions: Supply, Deliver, Install and Commission of Bakery, Machinery and Equipment's

I accept the conditions, specifications and requirements in all respects as stipulated therein. I am aware of the required supportive documents that need to be attached to this bid and that failure to comply with the said requirements / conditions of bidding will invalidate my bid.

NAME OF BIDDER:	
SIGNATURE OF BIDDER:	
DATE:	

MACHIN ONCE-O CENTER	, DELIVERY AND INSTALLATION OF BAKERY ERY, EQUIPMENT AND ACCESSORIES FOR FF PERIOD: STANDERTON CORRECTIONAL: DEPARTMENT OF CORRECTIONAL ES: LMN REGION	Project No:	0
		Revision:	1.0
BILL OF	QUANTITIES	BOQ:	
	TENDER PRICE SUMMARY		
ITEM	DESCRIPTION		TOTAL
BILL 1:	PRELIMINARY, GENERAL AND MISCELLANEOUS		R
BILL 2:	PROVISION OF ELECTRICAL SERVICE		R
BILL 3	BAKERY MACHINERY, EQUIPMENT, ACCESSORIES AND INSTALLATION		R
BILL 4	BUILDING WORKS		R
	ADD 10% CONTIGENCY		R
	TOTAL		R
TOTAL	IETT TENDER PRICE CARRIED FORWARD TO S	BD 3.1-	R

STANDER	RTON BAKERY			Project No:	
				Revision: 1.0	
BILL OF O	QUANTITIES				
BILL 1:	PRELIMINARY & GENERAL				
ITEM	DESCRIPTION	UNI T	QTY	RATE	TOTAL
1.1	PRELIMINARY AND GENERAL				
	a) Registration as contractor	sum	1		
	b) Insurances (Workman's Compensation, Contractor's Risk, Public Liability)	sum	1		
	c) Site Establishment	sum	1		
	d) Storage of Material	sum	1		
1.2	SITE SUPERVISION				
	a) Construction plan and Site supervision by accredited person	sum	1		
	b) OHSA compliance	sum	1		
	c) Quality assurance	sum	1		
1.3	DELIVER ,TEST AND COMMISSION				
	Deliver, Test and Commission. Provision of calibrated test equipment, and Certificate of Compliance. Data pack and as built marked up drawing.	sum	1		
1.4	SERVICES AND MAINTENACE OF MACHINERY & EQUIPMENT.				
	Services and Maintenance of all Machinery and equipment as and when needed for a period not exceeding (12) twelve months after hand over of the fully function of the bakery.	sum	1		
BILL 1:	TOTAL CARRIED FORWARD TO SUMMARY:				

STANDE	RTON BAKERY			Project No:	<u>0</u>	
				Revision:	1.0	
BILL OF	QUANTITIES			BOQ:		
BILL 2:	PROVISION OF ELECTRICAL SERVICE					
ITEM	DESCRIPTION	UNIT	QTY	SUPPLY	INSTALL	TOTAL
3,1	Supply and install LV Cabling:					
3.1.1	95mm² x 4 core, PVC SWA PVC - Substation to Bakery DB.	m	330			
3.1.2	50mm ² x 4 core, PVC SWA PVC - Oven-01 and Oven-02.	m	20			
3.1.3	4mm ² x 4 core, PVC SWA PVC – Mixers 1 and 2, Provers 1 and 2.	m	50			
3.1.4	2.5mm² x 4 core, PVC SWA PVC – Divider and Moulder.	m	30			
3.1.5	2.5mm² x 3 core, PVC SWA PVC - Weigher.	m	10			
3.1.6	2.5mm² x 2 core + E Round - Isolators and Socket Outlets.	m	100			
3.1.7	70mm² BCEW - Substation and to Bakery DB	m	330			
3.1.8	25mm ² BCEW - Oven-01 and Oven-02.	m	20			
3.1.9	4mm² BCEW - Mixer, Prover1 and Prover2.	m	30			
3.1.10	2.5mm² BCEW - Divider.	m	10			
3.1.11	2.5mm² x 1 core GP wire, including earth - Lights.	m	20			
3,2	Supply and install termination of Copper Cable ends:					
3.2.1	95mm² x 4 core, PVC SWA PVC -Substation and EDB- Bakery.	each	4			
3.2.2	50mm² x 4 core, PVC SWA PVC - Oven-01 and Oven-02.	each	4			
3.2.3	4mm ² x 4 core, PVC SWA PVC – Mixer 1 and 2, Prover1 and Prover2.	each	8			
3.2.4	2.5mm² x 4 core, PVC SWA PVC – Divider and Moulder.	each	4			
3.2.5	2.5mm² x 2 core + E Round - Isolators and Socket outlets (Fans, Slicer and Weigher).	each	8			
BILL 2:	SUB TOTAL CARRIED FORWARD TO NEXT PAGE:				R	

BILL 2:	SUB TOTAL CARRIED FROM PREVIOUS PAGE:				R	-
ITEM	DESCRIPTION	UNIT	QTY	SUPPLY	INSTALL	TOTAL
3,3	Supply and install LV Control, Switchgear & Distribution Boards:					
3.3.1	Distribution Board-Bakery, c/w Switchgear, Digital kWh Meter, Metalwork and accessories. Please refer to	each	1			
	attached Single Line Drawing (SLD) for details (Annexure B)					
3.3.2	200A, 36kA, 400V 3P MCCB - Substation to feed Bakery DB.	each	3			
3.3.3	200A, 3ph, 400V, Automatic Source Selector	each	1			
3.3.4	150A 3P, Weatherproof Rotary Lockable Type Isolator (5 wire three phase connection), c/w an additional INTERLEC terminal in the three phase isolator box for the Neutral conductor - Oven1 and Oven2.	each	2			
3.3.5	40A 3P, Weatherproof Rotary Lockable Type Isolator (5 wire three phase connection), c/w an additional INTERLEC terminal in the three phase isolator box for the Neutral conductor - Mixer 1 and 2, Prover1 and Prover2.	each	4			
3.3.6	20A 3P, Weatherproof Rotary Lockable Type Isolator (5 wire three phase connection), c/w an additional INTERLEC terminal in the three phase isolator box for the Neutral conductor - Moulder and Divider.	each	2			
3.3.7	20A 2P, Weatherproof Rotary Lockable Type Isolator, HVAC (3 wire single phase connection) - Fans, etc	each	3			
3,4	Supply and install 16A Switched Socket Outlet points:					
3.4.1	DSSO, Power Skirting Mount, c/w Universal Cradle and cover.	each	1			
3.4.2	NSSO, Power Skirting Mount, c/w Universal Cradle and cover.	each	1			
3.4.3	NSSO, 400 x 400mm Wall Mount, c/w Wall Box and cover.	each	2			
3.4.4	NSSO, 400 x 400mm Flush Mount in Dry Wall, c/w Wall Box and cover.	each	1			
BILL 2:	SUB TOTAL CARRIED FORWARD TO NEXT PAGE:				R	-

BILL 2:	SUB TOTAL CARRIED FROM PREVIOUS PAGE:				R	-
ITEM	DESCRIPTION	UNIT	QTY	SUPPLY	INSTALL	TOTAL
3,5	Supply and install Light Fitting c/w accessories:					
3.5.1	1580mm Module, 70W Vandal Proof, IP65 Fitting.	each	1			
3.5.2	1580mm Module, 42W Emergency Industrial LED Fitting.	each	1			
3.5.3	22W Vandal proof Bulkhead.	each	1			
3.5.4	5A Unswitched Socket Outlet, c/w Wall box.	each	1			
3,6	Supply and install Wiring Channel, c/w accessories:					
2.0.4	MCT x 228mm Wide Perforated Metal Cable Tray.	m	160			
3.6.2	MCT x 152mm Wide Perforated Metal Cable Tray	m	30			
3.6.3	External Elbow, MCT x 228mm Wide Perforated Metal	each	4			
3.6.4	Cable Tray. External Elbow, MCT x 152mm Wide Perforated Metal	each	4			
3.6.5	Cable Tray. 4-Way Crossover, MCT x 228mm Wide Perforated Metal Cable Tray.	each	1			
3.6.6	Horizontal Bend, MCT x 228mm Wide Perforated Metal Cable Tray.	each	4			
3.6.7	Horizontal Bend, MCT x 152mm Wide Perforated Metal Cable Tray.	each	2			
3.6.8	Tee, MCT x 228mm Wide Perforated Metal Cable Tray.	each	1			
3.6.9	Tee, MCT x 152mm Wide Perforated Metal Cable Tray.	each	3			
3.6.10	N8/P801 Power skirting, c/w Cover.	m	1			
3.6.11	16A switched socket outler c/w cover installed in the powerskiting	each	1			
3.6.12	16A dedicated switched socket outlet c/w cover installed in the powerskirting	each	1			
3.6.13	20mm dia Steel Conduit.	m	1			
3.6.14	20mm dia Steel Conduit Box 2 way angle.	each	1			
3.6.15	20mm dia Steel Conduit Box 2 way through.	each	1			
3.6.16	20mm dia Steel Conduit Box 3 way side entry	each	1			
3.6.17	20mm dia Steel Conduit Box 4 way side entry.	each	1			
3.6.18	20mm dia Steel Conduit Box loop in 4 outlets.	each	1			
3.6.19	20mm dia Steel Conduit Box 1 way entry	each	1			
3.6.20	20mm 90deg solid bend	each	1			
3.6.26	20mm solid coupling	each	1			
3.6.27	20mm male adapter	each	1			
3.6.28	20mm female adapter	each	1			
3.6.29	Strap saddle	each	1			
3.6.30	Slotted screw	each	1			
3.6.31	PVC bonding fluid	200ml	1			
3.6.32	Conduit box lids	each	1			
3.6.33	P9000 duct	m	1			
BILL 2:	SUB TOTAL CARRIED FORWARD TO NEXT PAGE:				R	

BILL 2:	SUB TOTAL CARRIED FROM PREVIOUS PAGE:			R	
3.6.34	Cover	m	1		<u> </u>
3.6.35	Ext/Int/Hor Elbow	each	1		
		-			
3.6.36	Tee piece	each	1		
3.6.37	End cap	each	1		
3.6.38	Splice kit	each	1		
3.6.39	Nail in anchor 8x100mm	each	1		
3,7	Supply and install trenching, core drilling and fireproofing:				
3.7.1	320 deep x 110mm diameter core drilling.	each	6		
3.7.2	320 deep x 110mm thick fire proofing.	each	6		
3.7.3	500 deep x 300mm trenching	m3	2		
3.7.4	Reinstatement after cable installation in the trench	m3	2		
3,8	Labelling of new electrical installation as per specification, including cables and legend cards.	sum	1		
3,9	Recovery of redundant components including light fittings, etc., transportation to and off-loading to make way for building work, as directed by the department.	sum	1		
BILL 2:	TOTAL CARRIED FORWARD TO SUMMARY:				

BILL 3: BILL OF QUANTITIES (BOQ): SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BAKERY MACHINERY, EQUIPMENT AND ACCESSORIES:

ltem	Unit of measure	Quantity	Unit cost	Total	
			R'	R	
Rotary Rack Oven Electric (240 loaves per bake with canopy & extractor)	each	2			
Stainless Steel Prover (2 rack, 2 door)	each	2			
Spiral Dough mixer (200kg) with a water chiller and water inflow meter	each	2			
Bread moulder (450mm)	each	1			
20 piece Hydraulic dough divider	each	2			
Stainless Steel Trolleys BO4 120 loaf platform	each	8			
Stainless Steel Bread Pan BO4	each	300			
M/Steel Bread Pan Lid BO4 800g plain	each	300			
Stainless Steel Heavy duty dumping table 915x750mm	each	1			
Stainless Steel Splashback table 2250x750mm	each	2			
30kg Electronic combination scale 1g div	each	2			
Insulated Spec tank 695mm(h) x 850mm(l) x 410mm(w)	each	1			
Hard Plastic Blue bread crates (10 loaves per crate)	each	500			
Oven mitts 600mm silicone (pairs)	each	10			
Stainless Steel Dough scrapers	each	10			
SUB-TOTAL					

BILL NO 4: BUILDING WORKS DESCRIPTION SECTION NO. 1	UNIT	QUANTITY	RATE	AMOUNT	
BILL NO. 4.1					
PRELIMINARIES					
Management of contract					
Management of the works	ltem	1			
Total Carried to Final summary		į,	V ()		1

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	ĵ
BILL NO-4.2					
ALTERATIONS (PROVISIONAL)					
SUPPLEMENTARY PREAMBLES					
Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.					
General					
The contractor shall carry out the whole of the work with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide and erect any temporary tarpaulins and temporary plumbing that may be necessary during the progress of the works, all to the satisfaction of the architect, and remove when directed					
Doors, fanlights, fittings, frames, linings, etc shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery if necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber					
Where doors, windows, etc are described as taken out this shall be understood to include for removal of all beads, architraves, ironmongery, etc and doors which are re-fixed are to be provided with new architraves (elsewhere measured)					
Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good to match existing					
With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, etc, shall be					

levelled and prepared for raising of brickwork Allow for making good all existing plastered walls where damaged by furniture, etc, and stopping up all screw and nail holes before painting					
Making good of finishes shall be deemed to include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary					
The contractor will be required to take all dimensions affecting the existing building on the site and he will be held solely responsible for the accuracy of all such dimensions					
TEMPORARY BARRIERS, SCREENS, ETC					
Temporary hoarding fence around building to be constructed including erection and dismantling at contract completion					
Dust screen 2,85m high between concrete floor and ceiling formed of suitable timber framing with 375 micron polyethylene sheeting stapled on, including corners, ends, etc	m	16			
Breaking up and removing reinforced concrete including cutting off and removing reinforcement					
Cutting and breaking 100mm Thick slabs for trenches	m2	1,12			
Breaking down and removing brickwork etc			,		
One brick wall	m2	3,6015			
Taking out and removing doors, windows, etc from brickwork					
Window size 1245 x 1470 including window panes etc	по	1			
Hacking up/off and removing existing floor and wall finishes including removing mortar bed or backing and preparing concrete or brick surfaces for new screed, plaster or tile finishes					
Polyurethane floor covering	m2	35			
MAKING GOOD OF FINISHES ETC					
Polyurethane floors in patches	m2	2,1			
Replace ceilings in patches	m2	3,32			
Plaster were walls were broken	m2	6,80			
Total Carried to Final summary					
BILL NO-4.3			ĺ	1	
EARTHWORKS (PROVISIONAL)					
For preambles see "Model Preambles for Trades"					
SUPPLEMENTARY PREAMBLES					
Nature of ground					
A soils investigation has been carried out on site by the engineer and the report is annexed to this document. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured.					
	I	III (1	

NOTE:

Ground done up to platform level on site, therefore whatever resultant sub-base to be built from such existing conditions.

Excavations

Foundations shall not be laid until excavations have been approved of, in writing, by the Principal Agent and/or Civil Engineer and such excavations shall not be covered until any variation has been measured.

Blasting

No blasting will be allowed without the written permission of the Principal Agent and/or Civil Engineer. Should blasting be necessary, the Contractor shall take every precaution to protect the Works and persons, animals and property in the vicinity of the Works. The Contractor will be held responsible for any injury or damage caused by any blasting operations and shall make good such damage at his own expense.

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site to a suitable dumping site outside the boundary of the site.

Filling

All filling material to be utilised shall be approved beforehand by the Principal Agent and/or Civil Engineer prior to ordering. A sample of 60 Kg of such proposed fill shall be made available by the contractor, with a 14 days period set aside for carrying out such sample testing.

Notwithstanding the reference to prescribed multiple handling in Clause 1 Page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection, any necessary stock piling and multiple handling of material.

Protection against termites

Soil poisoning shall be conducted with an approved registered soil poisoning material of the chlordane or aldrin type mixed with water and then applied at a rate of not less than 5 litres per square metre. The concentration of the solution shall be in accordance with the manufacturer's instructions, to the approval of the Principal Agent and/or Civil Engineer and undertaken under such supervision.

NOTE:

Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No 104 for JBCC CPAP purposes

EXCAVATION, FILLING, ETC.

Excavation in earth not exceeding 2m deep

Trenches m3

3

2

2

m3

SUNDRIES

Extra over all excavations for carting away

Surplus material from excavations and stock piles on site or to a dumping site to be located by the contractor

m3

FILLING, ETC.

Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density

Backfilling to trenches, holes, etc

SOIL POISONING

Soil insecticide				
To bottoms and sides of trenches, bases, etc.	m2	13		
Total Carried to summary	1)	1		
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO-4.4				
CONCRETE, FORMWORK AND REINFORCEMENT				
For preambles see "Model Preambles for Trades"				
SUPPLEMENTARY PREAMBLES				
Cement				
Cement snall be Portland cement complying with the requirements of SANS Specification 471 or PC15 complying with SANS Specification 831.				

inter annu coariae agglegates shall be used until it has been approved. Sost of tests as costs or manny, storing and visiting or concrete less clubes as required or derivative. The storing and visiting or concrete less clubes as required or derivative. The storing and visiting or concrete less clubes as required or derivative. The storing and visiting or concrete less clubes as required or derivative. The storing and visiting or concrete less clubes as required or derivative. The storing of the required less and the storing of the storing of the required less and the storing of the storing o		7	γ	1	and.
me anno coarse aggregates strait corrupty with the requirements of SANS peofication 1083. No aggregate shall be used until it has been approved. ost of tests no coars or moving, storing and sesting or conceite less cubes as required order clause 7, "feats" of SANS 1200 G, shall include the cost of providing or conceite less cubes as required order clause 7, "feats" of SANS 1200 G, shall include the cost of providing or common or rommon's shall be deemed to a neutro use and waste only (except there described as "left in" or "permanent"), for fitting together in the required uncertainty and the required support without damage and shall remain in rommon's organic accurate a season or exceeping straint thick unless otherwise described by the Structural Engineer. Indicate the required support without damage and shall remain in rommon's some or some, site, snall per elevent to be season or exceeping straint thick unless otherwise described by the Structural Engineer. Indicate the required support without damage and shall remain in rommon shall be remained to remain propped for periods strictly an accordance with a season of causes, pine caps, ground searns, site, will only be exasured where it is prescribed by the engineer for design reasons. Formwork EINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES SMPa/30mm concrete Described to the structural concrete sevengin test cubes MPA/30mm concrete EINFORCEMENT (PROVISIONAL) It 0,09 It 0,045					
ost of tests ne coass or maxing, storing and testing or concrete test cubes as required inder clause 7, "Tests" of SANS 1200 G, shall include the cost of providing or mover. Dominor of tests of sans by the cost of providing or the cost of provi	gregates				
ne coars or maxing, storing and testing or concrete less cubes as required order clause 7, "Tests" of SANS 1200 G, shall include the cost of providing ormwork escription or rormwork shall be deemed to include use and waste only (except here described as "left in" or "permanent"), for fitting together in the required ne vertical struturing shall be carried down to such construction as is sundentry trong to afford the required support without damage and shall remain in primwork to some or some, atc. shall be described by the Structural Engineer. Interest and behavior described by the Structural Engineer. Interest or terman propose for periods structural Engineer. Interest or structural structural engineer. Interest or structural engineer. Interest or structural engineer for design reasons. Formwork deasoned with the engineer for d	ne and coarse aggregates snall comply with the requirements of SAINS pecification 1083. No aggregate shall be used until it has been approved.				
ormwork escription or formwork shall be destribed to incude use and waste only (except there described as "left in" or "permanent"), for fitting together in the required here described sea "left in" or "permanent"), for fitting together in the required here vertical struturing shall be carried down to such consultation as is sunficiently rong to afford the required support without damage and shall remain in promotion to some or solid, etc. shall be described by the Structural Engineer. Bacis and beams to remain propped for periods strictly in accordance with ANS 1200 G Clause 5.2.5. Common to sloves or bases, pite caps, ground beams, etc. will only be easilized by the engineer for design reasons. Formwork easilized where it is prescribed by the engineer for design reasons. Formwork EINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES SMPa/30mm concrete Dodings may be usually 10 to 10	ost of tests				
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EINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES SMPa/30mm concrete Dottings m3 1 EST CUBES axing and testing 100 x 100 x 100 mm concrete strength test cubes rovisional) No 3 EINFORCEMENT (PROVISIONAL) ild steel reinforcement to structural concrete work mm Diameter bars t 0,099 John Diameter bars t 0,045 ligh tensile steel reinforcement to structural concrete work	abs and beams to remain propped for periods strictly in accordance with ANS 1200 G Clause 5.2.5.				
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		t	0,045		

Total Carried to summary

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO-4.5				
MASONRY				
For preambles see "Model Preambles for Trades".				
SUPPLEMENTARY PREAMBLES				
CEMENT MORTAR				
Cement monar snall be composed of 4 parts (by volume) of sand and 1 part (by volume) of cement. Both horizontal and vertical joints must be completely filled				
BRICKWORK				
Sizes in descriptions				
vvnere sizes in descriptions are given in brick units, one brick shall represent the length and "half brick" the width of a brick.				
Hollow walls, etc.				
Descriptions of nollow walls shall be deemed to include wall ties and leaving every fifth perpend of the bottom course of the external skin open, as a weep				
Reinforced brick lintels				
Linters shall bear at least Tourim onto adjacent walling. Where such bearing cannot be obtained due to the proximity of adjacent openings, the lintel shall be				
vvnere reintorcing is built into brickwork it must be kept tirmly in position until the mortar has hardened				
Face bricks				
Bricks shall be ordered timeously to obtain uniformity in size and colour.				
FOUNDATIONS (Provisional)				
Brickwork of NFPE bricks (17 MPa nominal compressive strength) in class I mortar in loadbearing walls, etc.				
One brick walls	m2	4		

m	44		
m2	15		
m	53		
	m2	m2 15	m2 15

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO-4.6				
WATERPROOFING				
For preambles see "Model Preambles for Trades"				
SUPPLEMENTARY PREAMBLES				
vvaterprooting vvaterprooting of roots, basements, etc. snall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc.				
Preparation of substrata: Screeged roof surfaces shall be firm, dry and clean. Comers shall be coved or arris rounded. All surfaces to receive Derbigum are to				
DAMP-PROOFING OF WALLS AND FLOORS				
One layer or 375 micron black embossed polyethylene damp-proof course (SANS 952-1985 Type B)				
In walls	m2	1		
Total Carried to summary		40 G		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO-4.7				
METALWORK				
For preambles see "Model Preambles for Trades"				
SUPPLEMENTARY PREAMBLES				
שבטכאור ו וטאטטescriptions of poits shall be deemed to include nuts and washers. Descriptions of expansion anchors and bolts, chemical anchors and				
INCING OF LIEMS THE ARCHITECTS Door and WINDOW Schedules are included in the back of the Bill. Tenderer's to price the items in strict accordance with the				
PREAMBLES				
For preambles refer to General Specification of materials and methods to be used for Building Contracts" (GP/ASC).				
TRADE NAMES				
No reference to trade names shall be made in these bills of quantities.				
General:				
All glazed aluminium windows, sliding doors, doors, snoptronts, skylights, etc shall be designed, manufactured, supplied and installed in strict compliance with				
Design and installation:				
I ne Sup-Contractor snall be required to design the entire installation, provide all labour, materials, equipment and services required to complete the installation				
Fire resistance:				
The installation shall conform to the local authorities fire resistance standards.				
Templates:				
i emplates formed of 20 x 20mm square nollow section steel are to be provided in each opening, to ensure that all windows, doors, shopfronts, skylights, etc.				
Sealing:				
vvingow trames are to be sealed all round, internally and externally, against the building structure with approved silicone jointing compound to prevent water				
Weather seals:				

All windows, doors, snoptronts, skylights, etc. are to be litted with approved woolpile weather seals.			
Ironmongery to doors:			
Door leaves are to be nung on one and a nair pairs or 100 x 75mm butt ninges and fitted with one spring clip door holder. In addition, double doors are to be			
Prices:			
All glazed aluminium windows, sliding doors, doors, snoptronts, skylights, etc. must include for all jointing, notching, cutting, etc. and for setting up and fixing in			
Factory quality control:			
The Sub-Contractor shall afford the Main Contractor full access to plant, shop and assembly point to view and inspect the process and method employed in			
Protection and cleaning:			
All aluminium must be protected against damage by covering with temporary casings (masking tape, plastic coatings, etc.), and against deterioration or			
Referencing:			
renderers attention is nereby drawn to relevant Architectural schedules as far as doors, windows and shopfronts are concerned, for ease of reference.			
METAL WINDOWS, DOORS, ETC.			
Metal insect screen frame with metal wire mesh			
1245 x 1475mm High fly screen	No	4	

Total Carried to summary

DESCRIPTION	UNIT	QUANTITY	RATE	
BILL NO-4.8				
PLASTERING				
For preambles see "Model Preambles for Trades"				
SUPPLEMENTARY PREAMBLES				
INCIL: Screed mix designs must be done by the engineer and the sand tested in a laboratory beforehand. A mechanical mixer is preferred to ensure a				
NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No 142 for JBCC CPAP purposes.				
"Approved" Screed master				
Background Preparation				
1.1 Allow all new concrete work and screeds to cure for at least 26 days before proceeding. All new concrete work and screeds must have a moisture content of				
1.2 Any screeding must be irrmly attached to the underlying concrete, must be integrally sound (no crumbling, cracking, etc.) and must be of a quality and				
1.3 All lows and voids in the floor must be identified and filled with approved rapid-fixing material prior to applying approved screeding material, and all Hrime the surface with approved keying slurry consisting or one part approved slurry mixed with two part ordinary cement (by volume) which is brushed onto				
1.4 The packground surface must be tree from dust, loose particles and surface contaminants (Vacuuming is preferred).				
2. Screeding				
∠.1 Add ∠∠kg approved screeding material to 0 litres or clean, cool water while stirring slowly with an electric drill of at least 700 watts with an approved mixing ∠.∠ immediately smooth the compound using an approved flat smoothing rake. It is recommended to wear approved spiked shoes during the installation. Roll the				
2.2 Pour the mix onto the floor and spread with an approved notined floor rake or an approved straight edge rake to the required thickness (The size of the				
2.4 it is recommended to apply approved screeding material in tricknesses exceeding 3mm to obtain optimum results (A 5mm build is recommended).				
I ne moor must be left to cure overnight. Ensure that the surface is clean and free of dust and loose particles, before proceeding with applying the vinyl floor				
∠.ɔ All designed structural or cold joints in the background substrate must be identified, and saw cuts must be made in the screeding material layer to				
SCREEDS				
Polished cement sand screed				
30mm thick on floor and landings	m2	2		

INTERNAL PLASTER				
One coat cement plaster (4 parts sand:) part cement) with gypsum finish on brickwork				
On walls	m2	28		
Total Carried to summary				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO-4.9				
TILING				
For preambles see "Model Preambles for Trades"				
SUPPLEMENTARY PREAMBLES				
Patterns				
Uniess otnerwise described, tiles snall be laid with continuous joints in both directions				
Descriptions unless described as Tixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc. shall				
All materials, including adhesive, sealant, grouting,etc. will be included in the prime cost amounts. Where tiles are fixed to plaster or screeds with an				
Tilling described as Tixed with adhesive on power floated concrete shall be deemed to include for approved tiling key-coat				
Ceramic, porceiain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles				
WALL TILING				
Soumm x Sourm x Somm thick (PC KSSU.UU/mz) glazed ceramic tiles, laid on 15mm thick plaster prepared to receive wall tiles fixed with approved adhesives and grout in compliance to SANS, manufacturer's specifications and government standard specifications. Colour and end finish to architect's approval.				
On walls	m2	68		
FLOOR TILING				
300mm x 300mm x 12mm thick (PC R400.00/m2) steel tiles laid on even, flat and none slope unless specified elsewhere using approved adhesive and grout, laid on 30mm cement screed. All to be manufactured and installed in strict compliance to the latest SABS approved standards.				
On floors and landings	m2	35		
ALUMINIUM AND PVC TRIMS, ETC.				
Corner protectors				
Stainless steel corner protector	m	11		
Dividing strips (Provisional)				
Stainless steel edge strip	m	33	,	

Total Carried to summary				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO-4.10				
PAINTWORK				
For preambles see "Model Preambles for Trades"				
SUPPLEMENTARY PREAMBLES				
DESCRIPTIONS				
Descriptions of paintwork shall be deemed to include for all cutting in. APPLICATION OF PAINT, ETC.				
The use of a spray gun for on-site application of paint will not be permitted, except in the case of cellulose and other special paints where spray painting is the accepted method of application. Where spray painting is permitted all surrounding surfaces shall be properly masked.				
HANDING OVER				
The contractor shall provide all necessary dustproof sheets, covers, etc. and shall exercise all necessary precaution to prevent staining surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of the "works" perfectly clean and free at all times from spotting, accumulation of rubbish, debris or any dirt arising from the operations. Any surface disfigured or otherwise so damaged, shall be completely renovated or replaced as necessitated by the Contractor at his own expense to the Principal Agent's approval. The contractor shall leave premises clean and fit for occupation upon completion of the works.				
PAINTWORK, ETC. TO NEW WORK				
ON METAL SURFACES				
Spot-priming defects in pre-primed surfaces with zinc phosphate metal primer, one coat universal undercoat and two coats super universal enamel paint on				
Steel windows	m2	4		

Total Carried to summary

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO-4.11				
PROVISIONAL SUMS				
The following provisional sums are for work to be executed by specialists who will be regarded as selected sub-contractors to the contractor. The contractor shall call for quotations from specialists selected by the Client on documents prepared by the Client or the relevant consultant, in accordance with the Conditions of Contract and in conjunction with the Representative/Agent. The contractor shall in consultation with the relevant consultant adjudicate the tenders. The contractor shall, upon the final decision of the Representative/Agent, appoint the successful tenderer who shall become a selected sub-contractor to the contractor. Privity of contract shall not be created between the Client and the sub-contractor by the method of selection, tender enquiry, adjudication and appointment.				
Allow the sum of R 20 000,00 (Twenty Thousand Rand) for the supply and installation of plumbing and drainage work.	Item	1.00		
Allow for profit	Item	1.00		
Allow for attendance	Item	1.00		
Total Carried to summary				

FINAL SUMMARY

DESCRIPTION			AMOUNT
PRELIMINARIES			
`ALTERATIONS			
EARTHWORKS			
CONCRETE, FORMWORK AND REINFORCEMENT			
MASONRY			
WATERPROOFING			
METALWORK			
PLASTERING			
TILING		1	
PAINTWORK			
PROVISIONAL SUMS			
Allow 10% for Contingencies	10%		
SUB-TOTAL excluding Value Added Tax (VAT)	ST		
ADD: Value Added Tax (VAT) calculated at the rate of 15%	TAX 1	5	
TOTAL including Value Added Tax (VAT)	Т		

LMN 01/2023: SPECIFICATION FOR THE SUUPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN INDUSTRIAL DOUGH DIVIDER TO THE DEPARTMENT OF CORRECTIONAL SERVICES: STANDERTON CORRECTIONAL CENTRE

SPECIFICATION: DOUGH DIVIDER

<u>ITEM</u>	DESCRIPTION	INDICATE COMPLY/ NOT COMPLY
1.	DOUGH DIVIDER WITH THE CAPACITY OF DIVIDING 20 PIECES OF DOUGH INCLUSIVE OF ACCESSORIES FOR FULL INSTALLATION OF THE MACHINE AND 3 PHASE PLUGS (MALE/FEMALE) WITH CABLE	
2.	MACHINE FEATURES	
2.1	The dough divider must have a Heavy framed body.	
2.2	The dough divider must have an Emergency stop button	
2.3	The dough divider must have an Easy controls.	
2.4	Soft dough handling with no excess compression	
3.	MAIN TECHNICAL SPECIFICATIONS	
3.1	Motor: Power Rating of motor Not less than 1.5KW Not less than 400Volts and 3 Phase	
3.2	Number of Divisions: Must have capacity to divide 20 pieces of dough at a time.	
3.3	Weight Range for Dough Pieces: 100-800g	
3.4	Dimensions (mm): 570 (W) x 695 (D) x 1080 (H)	
3.5	Weight: (kg) Nett : 280 Gross : 320	

LMN 01/2023 SPECIFICATION FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A SPIRAL DOUGH MIXER FITTED WITH A WATER CHILLER AND WATER INFLOW METER TO THE DEPARTMENT OF CORRECTIONAL SERVICES: STANDERTON CORRECTIONAL CENTRE

SPECIFICATION

1.	SPIRAL DOUGH MIXER MIXER MUST BE ABLE TO MIX 125KG DRY FLOUR IN TO 200KG DOUGH INCLUSIVE OF ACCESSORIES SUCH AS WATER CHILLER AND WATER FLOW METER WITH A FULL INSTALLATION OF THE MACHINE AND 3 PHASE PLUGS (MALE AND FEMALE) WITH ELECTRICAL CABLE.	INDICATE COMPLY/NOT COMPLY
2.	MACHINE FEATURES	
2.1	The mixer must have a two-speed spiral mixing arm.	
2.2	The rotation of bowl must be provided with direction change	
2.3	The mixer must have a solid and robust construction	
2.4	The mixer display timer must be a fixed component	
2.5	Transmission with two motors	
2.6	Cover: The safety cover must be constructed out of stainless steel	
2.7	The mixer must be suitable for all types of dough	
2.8	Bowl must be manufactured out of stainless steel	
2.9	The mixer must be equipped with a sealed bearing on the mixing bowl	
3.	MAIN TECHNICAL SPECIFICATIONS	
3.1	Dough Capacity: Not less than 200 kg	
3.2	Flour Capacity: Not less than 125 kg Bowl Diameter:	
3.3	Not less than 850 mm	
3.4	Transmission must be belt driven	
	Spiral speed: Slow: Not less than 98 rpm	
3.5	Fast: Not less than 196 rpm	
4.	ELECTRICAL SPECIFICATIONS	
4.1	The motor not less than 1PHASE /3PH, 50 HERTZ	
4.2	Spiral Hook Motor: Not less than 12 kw	
4.3	Bowl Motor: Not less than 1.5 kw	
5.	WATER CHILLER	
5.1	Power supply:380 V, 3PHASE	
5.2	Heating capatity:9 kw & Power Rating of 4 kw	
	Capacity- Chiller Water 28-10(p/hour)Cooling 200L	

5.3	Refrigeration -6	
	Tank-240 L	
	Dispensing (batches/hour)- 4 x 51 L	
5.4.	Design Temperature (C)	
	Bakery-39	
	Mains water supply-28	
5.5.	Dimension	
	1000(W) x 1200(L) x 1600(H)	
5.6.	Operating Weight(kg)- 600	
6	STAINLESS STEEL WATER INFLOW METER	
6.1.	Power Supply(V)- 230	
6.2.	Power Rating-0.75 kw	
6.3.	Water Requirements(Kpa)	
	Min Pressure-200	
	Max Pressure-450	
6.4.	Water Required Flow Rate-40I/min @200kPa	
6.5	Water Connection-1/2"(12.7mm) BSP	
6.6	Dimensions(mm)-310(W) x 130(D) x 180(H)	
6.7	Weight(kg)-4kg	

LMN 01/2023 SPECIFICATION FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL DOUGH MOULDER/ ROLLER TO THE DEPARTMENT OF CORRECTIONAL SERVICES: STANDERTON CORRECTIONAL CENTRE SPECIFICATION

	SPECIFICATION	INDICATE COMPLY/NOT COMPLY
	BREAD MOULDER INCLUSIVE OF ACCESSORIES FOR FULL INSTALLATION OF THE MACHINE AND 3 PHASE PLUGS (MALE/FEMALE) WITH CABLE	
1.	The moulder frame must be entirely welded from steel plates and heat treated to relieve stress by tempering.	
2.	The moulder must be mounted on wheels.	
3.	The moulder must have a scaling range of between 50 -1000 grams.	
4.	The moulder must have a capacity of approximately 1000 pieces of dough per hour.	
5.	The moulder must have an easy operating control panel.	
6.	The moulder must be able to regulate the moulding pressure (spring loaded pressure board) as well as the length of the dough pieces.	
7.	The rollers and moulding belt must be of non-stick nylon compound.	
8.	The teeth of the gears as well as the chain of the drive gear must be hardened.	
9.	The moulder drive must be equipped with heavy duty bearings.	
10.	The moulder must be able to work from a 380 Volt three phase neutral and earth power supply.	
11	The moulder must be equipped with a grease pan.	

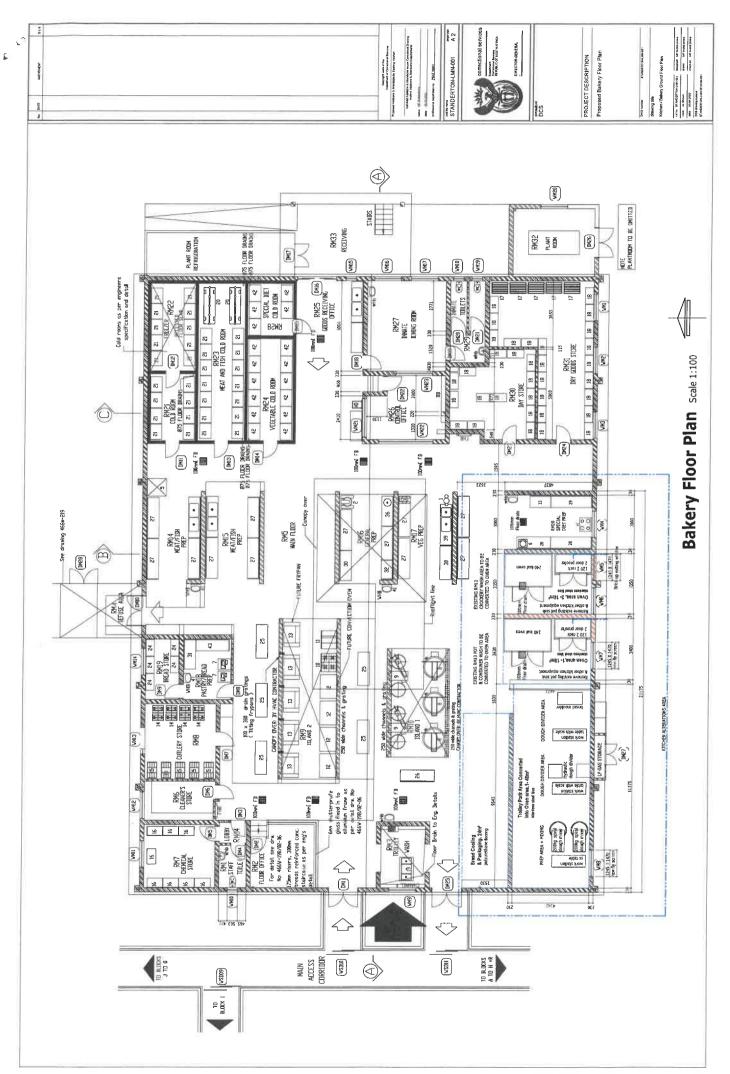
SPECIFICATION FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN INDUSTRIAL BREAD BAKING OVEN WITH CANOPY & EXTRACTOR TO THE DEPARTMENT OF CORRECTIONAL SERVICES: STANDERTON CORRECTIONAL CENTRE

SPECIFICATION

ITEM	DESCRIPTION	INDICATE COMPLY/ NOT COMPLY
1.	BREAD BAKING OVEN WITH THE CAPACITY FOR 240 LOAVES INCLUSIVE OF ACCESSORIES FOR FULL INSTALLATION OF THE MACHINE AND 3 PHASE PLUGS (MALE/FEMALE) WITH CABLE	
2.	MACHINE FEATURES	
2.1	Must have a gear driven platform system	
2.2	Must have an automatic steaming system	
2.3	Must have a user friendly operating system	
2.4	Must be able to bake 240 of 800gr loaves of bread at one time.	
3.	MAIN TECHNICAL SPECIFICATIONS	
3.1	Motor: Power Rating of motor Not less than 87kW Not less than 380 Volts and 3 Phase	
3.2	Oven: Power supply voltage of oven Not less than 132 Amps per Phase	

LMN 01/2023: SPECIFICATION FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A DOUGH PROVER MACHINE TO THE DEPARTMENT OF CORRECTIONAL SERVICES: STANDERTON CORRECTIONAL CENTRE SPECIFICATION

	SPECIFICATION	INDICATE COMPLY/ NOT COMPLY
	DOUGH PROVER INCLUSIVE OF ACCESSORIES FOR FULL INSTALLATION OF THE MACHINE AND 3 PHASE PLUGS (MALE/FEMALE) WITH ELECTRIC CABLE	
1.	The prover must be manufactured of high corrosion resistant stainless steel, such as grade 304-316.	
2.	The prover must be electrical side-by side type with doors.	
3.	The prover must have the capacity to process sufficient bread to supply an oven baking at least 240 loaves per bake on a continuous basis.	
4.	The Prover must have an easy operating control panel.	
5.	The entire prover must be manufactured from stainless steel.	
6.	The water boxes of the prover must be manufactured from high corrosion resistant stainless steel, such as grade 304-316.	
7.	The prover shall be equipped with silicone flame resistant electric cable or equivalent.	
8.	The prover's elements must be able to work from 380 Volt three phase neutral and earth power supply.	



Extraction Fans 400 V =1 x 95mm2, 4c, PVC/SWA/PVC cable + 70mm2 BCEW (New Cable) 2.5mm2, 2c 2.5mm2, 2c Floor Area Floor Area Normal Plug Normal Plug X You 60A Earth Leakage Unit 230 V X Normal Plug 4mm2,4c 2.5mm2,4c 2.5mm2,4c 2.5mm2,4c 2.5mm2,2c Floor Area 230 V 204 X Digital multi meter 2004, 20ka, 400V, 3ph Moulder Plug 400 V X02 100A Earth Leakage Divider 400 V Plug 20A X 200A, 36kA, 400V, 3ph New MCCB EX MCCB Divider 400 V 20A Pług Mixer 1 400 V Plug Existing Emergency DB in the Substation supplied from 630KVA, 11000/400V, 3ph ONAN transfomer and connected to 750KVA generator 4mm2, 4c Proofer 1 400 V 50mm2, 4c Oven 1 Solator 400 V 150A X New Emergency Bakery DB Phase Name Symbols Electric Circuits

2.5mm2, 2c 2.5mm2, 2c 2.5mm2, 2c 2.5mm2, 2c Fams Normal Plug Normal Plug Normal Plug 230 V Floor Area 20A 1 x 95mm2, 4c, PVC/5WA/PVC cabls + 70mm2 BCEW [New Cable] 60A Earth Leakage Unit Floor Area 230 V X20A 230 V Floor Area X YOZ 4mm2, 4c \$ X# Mixer 1 200A, 20kA, 400V, 3ph 400 V 60A Earth Leakage 4mm2, 4c 400 V 40A 200A, 36kA, 400V, 3ph New MCCB 50mm2, 4c Oven 1 400 V Digital multi meter 150A X EX MCCB X Voltage Phase Cable Existing Normal DB in the Substation supplied from a 630kVA, 11 000/400V, 3ph ONAN transformer Electric Circuits New Normal Loads Bakery DB

1. The total bakery load is estimated at around 235kW, 360A @ 400V

 The new DB to be partitioned into both normal and emergency loads. The Main Sovijetse on both partitions to be 2009, 2004, 2004, 2004, 2004, 2014, 2003, 2004, 2004, the mergency mounted case circuit breaker (MACE) each as shown in the accompanying drawing. The fault level at the bakery DB to be rated at 2014, Cascading should be considered. 3. Miniture Circuit Breaker (MCB) to have curve C trip curve with the exeption of Aircon/Fans MCB to have trip curve D. The new DB shall have a 20% spare capacity.

4. The fault level at the main DB in the substation to be taken as 36kA. Therefore, the new MCCBs feeding the bakery DB rated 200A, 400V at 36kA.

Some of the three phase isolators may have to be replaced with three phase socket outlets depending on the equipment supplied. In particular, before installation confirmation should be sought in relation to mixers, moulder and divider.

6. All relevant data, lengths, dimensions, positioning to be checked and confirmed onsite before commencement of works. encement of works.

7. All circuits are to be labelled with engraved trafolite.

All drawings are to be checked by the contractor and any discrepancies on the drawings or between the drawings are to be refred back to the Electrical Engineer.

Installation Electrician to check and confirm cable routes, positions of isolators, socket outlets and all materials and quantities prior to ordering and manufacturing. Must also confirm with the Electrical Engineer.

10. Applicable Acts, Regulations and Standards shall include among others:

Correctional Services Act Foodstuff, Coornelts and Disinfectants Act 54 of 1972 Cocquational Health and Safety Act and Regulations SANS: 10142-1 Wiring Code

SANS 101400 Building standards/Regulations SANS 8528 Reciprocating internal combustion

generating sets SANS 10114-1 Interior lighting SANS 10389-1 Exterior lighting

correctional services Correctional Services
REPUBLIC OF SOUTH AFRICA Department:

roject Title

Construction of a New Bakery at Standerton Correctional Centre, LMN Region

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GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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



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

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the



purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (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 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 the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 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 any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination 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.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding ten (10) years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (a) the name and address of the supplier and/or person restricted by the purchaser;
 - (b) the date of commencement of the restriction'
 - (c) the period of restriction; and
 - (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central data base of suppliers or persons prohibited from doing business



with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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



27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (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. Limitation of liability

- 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.

29. Governing language

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.

30. Applicable law

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

31. Notices

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



posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

35. Prohibition of Restrictive Practices

- 34.1 In terms of Section 4(1)b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

BID NUMBER: LMN 01/2023

SUPPLY, DELIVERY.INSTALLATION AND COMMISSIONING OF BAKERY MACHINERY, EQUIPMENT AND ACCESSORIES.

STANDERTON CORRECTIONAL CENTRE (STANDERTON BAKERY)

SITE INSPECTION

DEPARTMENT OF CORRECTIONAL SERVICES

COMPULSORY SITE INSPECTION:

Date:

Time:

1 AUGUST 2023

10H00 -12H00

Prospective bidders must visit the premises to determine the extent of the services required. A completed site-inspection certificate must be submitted together with the bid document.

Venue:	STANDERTON CORRECTION. BAUMAN STREET (R50 ROAD (LEANDRA ROAD) STANDERTON 2430	
regarding the	e site visit can be directed to Mr Kat Imber (012) 3062008 and cell :0767	orrectional Centre: before 10H00. Enquiries lego Ntsoane and Maite Molokomme at 199828 and (012) 3062105 and
This is to cer	tify that	of (the company)
	337	visited and inspected the site / premises on
the	day of	20, and is therefore familiar with the
circumstance	es and the scope of the services to	be rendered.
	DDER	OFFICIAL
		RANK

DEPARTMENTAL STAMP

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 PREFERENCE POINT SYSTEM

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

医肠管结合 医乳腺上腺性阴茎膜 医肾经管	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. **DEFINITIONS**

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20$$
 or $90/10$ $Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ or $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	4	8		
Youth	2	5		
Black	2	4		
People living with disabilities	2	3		

	DECLARATION WITH REGARD TO COMPANY/FIRM
4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company State Owned Company [TICK APPLICABLE BOX]
4.6.	I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
	i) The information furnished is true and correct;
	 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
	 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
	 iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
	(a) disqualify the person from the tendering process;
	 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

Page 4 of 4

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of Sta institution		

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

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

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

2.2.1	If so, furnish particulars:	
2.3	Does the bidder or any of its directors members / partners or any person having enterprise have any interest in any other not they are bidding for this contract?	g a controlling interest in the
2.3.1	If so, furnish particulars:	
3 D	ECLARATION	
	I, the (name)submitting the accompanying bid, do here statements that I certify to be true and con	·
3.1 3.2	I have read and I understand the contents I understand that the accompanying bid disclosure is found not to be true and com	d will be disqualified if this
3.3	The bidder has arrived at the accompany and without consultation, communication, with any competitor. However, communication,	ring bid independently from, agreement or arrangement ation between partners in a
3.4	joint venture or consortium2 will not be con- ln addition, there have been no con- agreements or arrangements with any con- quantity, specifications, prices, including r- used to calculate prices, market allocation submit or not to submit the bid, bidding with bid and conditions or delivery particulars of which this bid invitation relates.	sultations, communications, apetitor regarding the quality, methods, factors or formulas a, the intention or decision to the intention not to win the of the products or services to
3.4	The terms of the accompanying bid have disclosed by the bidder, directly or indirect the date and time of the official bid openi contract.	ly, to any competitor, prior to

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

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



LMN 01/2023

BID NUMBER:

BD 27

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

DES	CRIPTION:	SUPPLY, DELIVERY, INSTALLAT MACHINERY AND EQUIPMENT STANDERRTON CORRECTION PERIOD	AND ACCESSORIE	S FOR
NAM	E OF BIDDER:			
CLO	SING DATE: 1	4 AUGUST 2023		
·		oods or services from a third party?	YES	NO .
lf you be so	have answered	YES to the above question, please pain the space provided on the pricing	provide full details fro g schedule (SBD 3).	m whom the items will
DE		THE BIDDER WHERE THE BIDDER I		OODS OR SERVICES
1.	l,	(Bid	der) hereby declare the	following:
		services listed below, is being source nditions of the bid.	d from a third party in o	rder to comply with the
	The third part acquainted w (Pricing Sche	y has been informed of the terms and ith the said terms and the description odule).	conditions of the bid ar of the goods or services	nd the third party is silsted on the SBD 3.1
	Schedule) in	ional written undertaking to supply the accordance with the terms and conditioneen received from the third party. See	ons of the bid documen	d in the SBD 3.1 (Pricing It for the duration of the
	It is confirmed agreed upon	d that all financial and supply arrangen between the bidder and the third party	nents for goods or servi	ces have been mutually
2.	The information	contained herein is true and correct.		
3.	Failure to submit	the BD 27 may invalidate the bid.		
4.	It is acknowledge and if found to be documents.	ed that the Department reserves the rig e false or incorrect, the Department ma	ght to verify the informa ay invoke any remedies	tion contained herein available to it in the bid
SIG	NATURE BY THE	BIDDER:		
Sig	ned at	on the	day of	20
Sig	nature	Full :	name	
Des	ignation			



Date:__

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

BID NUMBER:	LMN 01/2023
DESCRIPTION:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BAKERY MACHINERY AND EQUIPMENT AND ACCESSORIES FOR STANDERRTON CORRECTIONAL CENTRE: LMN REGION: ONCE-OFF PERIOD
NAME OF BIDDER	;
CLOSING DATE:	14 AUGUST 2023
THIRD PARTY UNDE	RTAKING
Note:	
To be completed by t	IPTION: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BAKERY MACHINERY AND EQUIPMENT AND ACCESSORIES FOR STANDERRTON CORRECTIONAL CENTRE: LMN REGION: ONCE-OFF PERIOD OF BIDDER: IG DATE: 14 AUGUST 2023 ARTY UNDERTAKING Eparate Undertaking must be completed by each Third Party; tter issued on the official letterhead of the third party addressing the information below is
Name of Third Party	/:
Physical Address: _	
Telephone number:	
It is hereby confirme	ed that a mutual agreement has been reached between myself and the bidder is
SIGNATURE BY TH	E THIRD PARTY:
Signature:	Full name:
Designation:	

		Yes	No
1.	Did you take note that bids submitted per mail must be sent per registered mail (see cover letter to bid documents)?		
2.	Did you sign and fully complete the SBD 1 form?		
3.	Did you submit CSD report, it condition that TAX matters of Bidders must be in order. Special conditions par 7.2.1. Bidders must provide CSD number and TCS Pin as per attached SBD 1.		
4	If you are not the actual manufacturer and source the products from another company, did you obtain and attach a supplier's letter (see form BD 27 and paragraph 7.1.2.1 and 7.1.2.3 of the special conditions)?		
4.1	Did you take note of the consequences should you omit to attach a supplier's letter (see last sentence of paragraph 7.1.2.1 of special conditions)?		
5.	Did you take note of the content of SBD 3.1 (Firm prices)? You need to fully complete the SBD 3.1 and provide total bid price including everything.		
6.	Is the SBD 4 (Declaration of interest) completed and signed as required?		
7.	Is the SBD 6.1-form completed and signed and has documentary proof of points claimed provided?		
8.	If points are claimed on the SBD 6.1-form, did you submit documentary proof as stipulated in BD 4.1 special conditions of the contract under paragraph 7.2.7		
9.	Did you take note off the Compulsory Site-Visit meeting at the site, refer to BD 6.1 Site inspection certificate.		
10.	Take note that no late bids will be considered!		
11.	Did you take note of all Special conditions of the contract BD 4.1 and General Conditions for compliance with requirements and sign them		
12.	Items quoted on must be in accordance to the approved specification and requirements of the Department and scope of work		