KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200
KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200
Tel: 033 355 9100

Invitation to Tender – DARD 19/2026

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **APPOINTMENT OF A COLLECTIVE OF SERVICE PROVIDERS FOR MINOR WORKS AND INFRASTRUCTURE PROJECTS THROUGHOUT DEPARTMENTAL OFFICES AND INSTITUTIONS WITHIN THE PROVINCE OF KWA-ZULU NATAL OF A PERIOD OF THIRTY- SIX (36) MONTHS**

Department reserves the right to:

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

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

Administrative: Mrs. Nompumelelo Madlala Tel. No. 033 355 9369: or nompumelelo.madlala@kzndard.gov.za and

Technical: Mrs. Nompumelelo Ndlovu Tel. 082 082 7977 or Nompumelelo.Ndlovu@kzndard.gov.za

The closing date and time for receipt of Tenders is **24 August 2026 at 11h00.** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

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

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**DARD 19/2026**	CLOSING DATE:	**24 August 2026**	CLOSING TIME:	**11h00**
DESCRIPTION	**APPOINTMENT OF A COLLECTIVE OF SERVICE PROVIDERS FOR MINOR WORKS AND INFRASTRUCTURE PROJECTS THROUGHOUT DEPARTMENTAL OFFICES AND INSTITUTIONS WITHIN THE PROVINCE OF KWA-ZULU NATAL OF A PERIOD OF THIRTY- SIX (36) MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

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

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:…………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED:…………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: …………………………………………...

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

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

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

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

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

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

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

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

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

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

Number...

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

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

....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: ....

PART C

PRICING SCHEDULE
(Goods/Service/Work)

NAME OF BIDDER: ……………………………………………………………………………………………
CLOSING TIME: **11h00** CLOSING DATE: **24 August 2026**

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD 19/2026	**APPOINTMENT OF A COLLECTIVE OF SERVICE PROVIDERS FOR MINOR WORKS AND INFRASTRUCTURE PROJECTS THROUGHOUT DEPARTMENTAL OFFICES AND INSTITUTIONS WITHIN THE PROVINCE OF KWA-ZULU NATAL OF A PERIOD OF THIRTY- SIX (36) MONTHS**	

Amount in Words:

……

……

……

……

Official Company Stamp

Signature

SBD 3.1

SECTION D

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

- Required by: …………………………………
- At: …………………………………

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

  *Delivery: Firm/not firm
- Delivery basis ……………………………………

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

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

*Delete if not applic

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

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

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

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

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

*Delete if not applicable

SBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

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

Where:

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

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

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

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

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

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

PERSON AND POSITION	HOURLY RATE	DAILY RATE
…………………………………………………………………………	R…………………………	…………………………
…………………………………………………………………………	R…………………………	…………………………
…………………………………………………………………………	R…………………………	…………………………
…………………………………………………………………………	R…………………………	…………………………
…………………………………………………………………………	R…………………………	…………………………

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

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

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

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

TOTAL: R……………………………………………….

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

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

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

TOTAL: R……………………………………………….

6. Period required for commencement with project after acceptance of bid ……………………………………………………………………………
7. Estimated man-days for completion of project ……………………………………………………………………………
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

……………………………………………………………………………
……………………………………………………………………………
……………………………………………………………………………
……………………………………………………………………………

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION D

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……
………

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT. I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……………………………… ………………………………………….
Signature Date

……………………………… ………………………………………...
Designation Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

(a) The applicable preference point system for this tender is the 80/20 preference point system.

(b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
	None	
TOTAL	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = ______________%
  - Black Disabled % =______________%
  - Black Unemployed % =______________%
  - Black People living in Rural areas % = ______________%
  - Black Military Veterans % =______________%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of

  _____________, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

Deponent Signature: ___________________

Date: _____/______/__________________

Stamp

____

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

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

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

Deponent Signature: ___________________

Date: _____/______/___________________

Stamp

____

Signature of Commissioner of Oaths

SECTION F

SBD 7.1

CONTRACT FORM – GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………..………….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	…………………………….
CAPACITY	…………………………….
SIGNATURE	…………………………….
NAME OF FIRM	…………………………….
DATE	…………………………….

WITNESSES

1 ……………………………………….

2 ………………………………

CONTRACT FORM – GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………………. in my capacity as…………………...……………………………….. accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE ………………………………………….

OFFICIAL STAMP

WITNESSES

1 …………………………

2 ……………………………….

DATE: …………………………….

SECTION G
GENERAL CONDITIONS OF CONTRACT

i. Definitions

The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

ii. Application

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

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

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

iii. General

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

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

iv. Standards

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

v. Use of contract documents and information; inspection.

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

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

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

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

vi. Patent rights

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

7. Performance security

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

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

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

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

9. a cashier's or certified cheque

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

2. Inspections, tests and analyses

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

2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

2. Delivery and documents

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

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

3. Insurance

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

4. Transportation

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

5. Incidental Services

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

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

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

6. Spare parts

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

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

7. Warranty

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

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

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

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

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

8. Payment

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

b. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

c. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

d. Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

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

10. Contract amendments

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

11. Assignment

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

12. Subcontracts

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

13. Delays in the supplier's performance

a. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

b. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

d. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

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

15. Termination for default

a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

a. the name and address of the supplier and / or person restricted by the purchaser;
b. the date of commencement of the restriction
c. the period of restriction; and
d. the reasons for the restriction.

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

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

16. Anti-dumping and countervailing duties and rights

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

17. Force Majeure

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

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

18. Termination for insolvency

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

19. Settlement of Disputes

a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

20. Limitation of liability

a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Governing language

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

22. Applicable law

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

23. Notices

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

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

24. Taxes and duties

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

b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

25. National Industrial Participation (NIP) Programm

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

26. Prohibition of Restrictive practices

a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

SECTION H

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 180 days from the closing date of the submission of bids.

1. **CONTRACT PERIOD**

1.1 The contract is Thirty-Six (36) Months.

2. **EVALUATION CRITERIA**

There are two stages in the selection process, namely,

a) Stage one: Administrative Compliance

b) Stage two: Functionality Criteria

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. **Stage 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q.

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

2.2 **Preferential Point Evaluation**

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

3. BID APPEAL TRIBUNAL

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

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

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

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

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

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

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

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

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

SECTION I

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by **ticking** the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

……

hereby authorise Mr/Mrs/Ms ……………………………………………………………………………………………………

acting in the capacity of ………………………………………………………………………………………………………

whose signature is ………

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION J

TERMS OF REFERENCE

APPOINTMENT OF A COLLECTIVE OF SERVICE PROVIDERS FOR MINOR WORKS AND INFRASTRUCTURE PROJECTS THROUGHOUT DEPARTMENTAL OFFICES AND INSTITUTIONS WITHIN THE PROVINCE OF KWA-ZULU NATAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. INTRODUCTION

1.1. The KwaZulu-Natal (KZN) Department of Agriculture and Rural Development wishes to appoint a Collective of service providers for minor works and infrastructure projects for Departmental offices and Institutions within the province of Kwa-Zulu Natal.

1.2. This contract seeks to appoint Service providers with experience and expertise in Servicing, Maintenance, Repair, Upgrading, Replacement and New works for Electrical, Mechanical, Plumbing Installations, Plant and general works within the KZN Department of Agriculture and Rural Development.

2. OVERALL OBJECTIVE

2.1. Establish a panel of pre-qualified service providers.
2.2. Ensure efficient response to minor works and infrastructure needs.
2.3. Promote compliance with PFMA, Treasury Regulations, and SCM prescripts.
2.4. Encourage local participation and fair competition.

For departmental offices and institutions in the Department of Agriculture and Rural Development in KwaZulu-Natal.

3. SCOPE OF SERVICES / SCOPE OF WORK

3.1. Building repairs (Painting, Plumbing, Electrical).
3.2. Small-scale construction (Partitioning, Paving, Roofing).
3.3. New Infrastructure (General works, Fencing, Drainage, Civil works).
3.4. Infrastructure upgrades (Fencing, Drainage, Minor Civil Works).
3.5. Emergency maintenance services.
3.6. Compliance with occupational health and safety standards.

4. MINOR WORKS

4.1. Refers to all infrastructure-related works with a total project value **not exceeding R1 million**. Examples: routine maintenance, small-scale repairs, minor civil works, and departmental office upgrades.

5. INFRASTRUCTURE PROJECTS

5.1. Refers to all infrastructure-related works with a total project value **exceeding R1 million**. Examples: large-scale construction, major renovations, structural upgrades, and capital-intensive projects.

ANNEXURE A
APPOINTMENT OF A COLLECTIVE OF SERVICE PROVIDERS FOR MINOR WORKS AND INFRASTRUCTURE PROJECTS THROUGHOUT DEPARTMENTAL OFFICES AND INSTITUTIONS WITHIN THE PROVINCE OF KWA-ZULU NATAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS

SELECT YOUR PREFFERED DISTRICT (LIMITED TO *ONE* DISTRICT ONLY).

DISTRICT		**TICK (X) NEXT TO PREFERRED DISTRICT (Only ONE District)**
Umgungundlovu District	District 1	
Uthukela District	District 2	
Zululand District	District 3	
Harry Gwala District	District 4	
Ugu District	District 5	
Amajuba District	District 6	
uMzinyathi District	District 7	
uMkhanyakude District	District 8	
King Cetshwayo District	District 9	
Ilembe District	District 10	
Ethekwini Metro	District 11	

Signed on behalf of bidder:	**Date:**

CATEGORIES OF WORK
ANNEXURE B

APPOINTMTNT OF A COLLECTIVE OF SERVICE PROVIDERS FOR MINOR WORKS AND INFRASTRUCTURE PROJECTS THROUGHOUT DEPARTMENTAL OFFICES AND INSTITUTIONS WITHIN THE PROVINCE OF KWA-ZULU NATAL FOR A PERIOD OF THIRTY SIX (36) MONTHS

SELECT YOUR REGISTERED CATEGORIES

NB: Service providers can select more than one registered category of their interest

CLASSES OF WORKS	CIDB	TICK (X) NEXT TO REGISTERED CATEGORY (Only where you qualify for)
General Building	GB	
Civil Engineering	CE	
Electrical Engineering	EB / EP	
Mechanical Engineering	ME	

Signed on behalf of bidder:	**Date:**

1. REPORTING ON SITE

1.1. The Service Provider’s representatives are required to report to the Departmental Maintenance Official (Minion Works / Engineering service) upon arrival and prior to departure from institutions. Where institutions do not possess Departmental Maintenance Official they shall report to the Administrator or Superintendent or Principal or Official in Charge or his/her second in command.

1.2. Artisan’s day work sheets must be signed and stamped. Arrival and departure times must be clearly specified on a daily basis by the abovementioned responsible officials at institutions. The point of last and next call is to be indicated on each day work sheet. A separate job sheet is required per Artisan per day.

1.3. The Service Provider’s day work sheets shall be endorsed with the official order number and/or instruction to proceed number prior to submission to the responsible official on Site. The name of each of the Service Provider’s employees engaged on the works shall be endorsed on the day work sheet.

2. SAFETY HEALTH AND ENVIRONMENTAL (SHE) PLAN

2.1. Once appointed, in terms of this contract, Service Providers shall, before commencing any work, and within twenty one (21) days after appointment submit a Health and Safety Plan which must be approved by the Employer.

2.2. Failure to submit a Health and Safety plan will prevent the service provider from being include on the database of approved contractors, and if this condition is not fulfilled within two months from date of letter of acceptance, the service provider will be excluded from the data base of approved service providers in total.

2.3. It will also be required, when applicable, after acceptance of quotations under this contract that the Service Provider update his Health and Safety and Environmental Plan for approval by the Department, which will contain all required risk assessments for the specific project for each and every project to be executed under this contract.

2.4. Refer also to the Contractors Health and Safety Declaration and required structure of the OHSE plan. This means that the Health and Safety and Environmental Plan needs to be amended and updated to take into account all risk assessments for the specific project.

3. PROGRESS CHART

3.1. The Service Provider must provide a progress chart, for approval by the Employer’s Representative, for each project awarded to him/her within 7 days of the date of site handover. The progress chart must be in a bar chart format and must list all activities necessary for completion of the project.

4. WORK IN CONJUNCTION WITH OTHER SERVICE PROVIDERS

4.1. If directed in writing, the approved Service Provider shall execute work simultaneously with, or during a building Contract or other Contract, where the building or other service provider is designated by the Employer as the main Service Provider. The approved Service Provider shall co-ordinate and execute the works in accordance with the requirements of the Main Service Provider and indemnifies the Province against any claim whatsoever due to his/her actions of negligence in the execution of the works. Should a dispute arise in the coordination or execution of the Works between the approved Service Provider and Main Service Provider, the Employer shall issue an order in writing to resolve such a dispute.

5. COMPLETION PERIOD

5.1. The completion period for each particular project will be stated in the applicable project specification or task order. No work shall be commenced without approval of the Employer or without an official order or letter of award. When quotations are invited for services, no extra Work requested by the Department shall be performed unless covered by a written instruction.

6. DELAYS: CLAIMS PROCEDURE

6.1. In respect of any claims for an extension of time: The Service Provider shall within 28 working days after the circumstance, event, act or commission giving rise to such a claim has arisen or occurred, deliver to the Departments Representative a written claim.

7. CESSION

7.1. The Service provider may not cede or assign any part of this contract without written approval of the Head: Works or his/her Representative.
7.2. The Service provider may not cede or assign any right or claim to monies due or to become due under this contract.

8. SPECIFICATION

8.1. Project specifications will be included in quotation documents when quotations are invited for the specific project.

9. SERVICES PROVIDED BY THE EMPLOYER

9.1. Although site services e.g. water and electricity and sanitary conveniences may, by mutual arrangement with the responsible official on Site, be available for use by the Service Provider this however, does not constitute automatic entitlement in every instance. Unless otherwise agreed the Contractor shall make his/her own arrangement for such on site services.

10. EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

10.1. The successful Service Provider shall supply all plant and tools normally required to carry out the type of work tendered for, which shall include portable generators, portable engine-driven welding machines and mobile compressors etc., as applicable. Where a Service Provider is required to hire plant or equipment not deemed to form part of his/her normal “Scope of Work”, prior approval shall be obtained from the Head: Works or his/her duly appointed Representative.
10.2. The Service Provider shall be responsible for delivery, offloading and placing into the required position all items of equipment and materials.
10.3. The Service Provider shall be fully responsible for all arrangement for accommodation of his/her workmen and for the safe storage of his/her tools, material and vehicles. All materials and plant stored on Site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Service Provider shall remain

fully responsible for all material and plant etc. until the completed work is handed over to, or has been officially accepted by the Department.

11. INVOICE FORMAT AND SUPPORTING DOCUMENTATION

11.1. The following information shall be reflected on all invoices:

i) Name of institution or complex/building
ii) Official order number and appointed representative's reference number where applicable
iii) Full description of work performed. (In respect of emergency callouts, the time, date and name of the person who called the Service Provider out must be indicated)
iv) Detailed list of materials/spare parts used showing prices, Service Provider's mark-up and subtotal
v) Labour hours performed, rate and subtotal
vi) Kilometres travelled and dates, rates and subtotal
vii) Subsistence claimed and dates, rate and subtotal
viii) VAT (at current rate)
ix) Grand Total

11.2. Original Invoices together with supporting documentation and daywork sheets shall be made out to the office indicated on the official order form/letter of appointment. The original invoices, supporting documentation and copies thereof must be submitted to the respective Appointed Representative of the Department in control of the project as applicable.

NB. It is essential that Service Providers have the administrative facilities to enable them to comply with the clerical and financial procedures entailed in the execution of any project in terms of this Contract.

12. LOGBOOKS

12.1. All Work carried out on Site shall be fully detailed in the applicable logbook. Any disruptions, which are deemed to be beyond the Service Provider's control and which result in the Service Provider's workmen having to leave the Site, and verified by the responsible official on site, shall be logged in the applicable logbook and on the Contractor's daywork sheet.

13. PREVENTIVE MAINTENANCE SCHEDULES

13.1. Preventive maintenance servicing of plant and equipment shall be carried out in accordance with the maintenance schedules and programmes to be supplied by the Employer. Copies must be made by, and at the cost of, the Service Provider as required of these schedules.

13.2. Service Providers who are required to carry out preventative maintenance servicing are required to submit to the Employer's Representative their planned service itinerary at least one week (7 days) prior to commencing the specified service work.

14. PREPARATION OF STEAM BOILERS FOR INTERNAL/EXTERNAL INSPECTION AND HYDRAULIC PRESSURE TESTING

14.1. Where approved Service Providers are required to prepare Steam Boilers for the above-mentioned inspections and tests, such official dates shall be strictly adhered to. Failure to comply with the official inspection requirements will make the Service Provider liable for any penalties which may be imposed by the Inspector of Machinery, and may further cause cancellation of the Contract.

15. CODED WELDING

15.1. Only welders in possession of valid Competence Certificates as defined in the Code of Practice for Welding (SANS 10044-1 and 2 of 2004) shall be employed in the construction and erection of Steam Equipment. All records and Competence Certificates relating to welding procedures and welders employed in the manufacture and the erection of Steam equipment, shall be accessible for inspection by the Department. Service Providers who tender for repairs to Steam Boilers shall state whether they have a Coded Welder/s in their employ, and if so shall furnish proof thereof with their Tender.

16. SUB CONTRACTING OF WORK

16.1. It is the intention that appointed Service Providers shall perform the Works using their own employees and resources. As such, sub-contract work is restricted to specialist services only, and shall be detailed and indicated on quotations and invoices accordingly.

16.2. The appointed Service Provider shall be held accountable for any incidences of non-performance, poor workmanship etc., in respect of any work undertaken by his/her sub-contractor.

16.3. Where building and electrical work associated with mechanical installations needs to be executed, the appointed Service Provider can execute such work using a specialist sub contract.

16.4. Where specific specialist work is required, for example internal inspections of pipes and ventilation systems, and x-rays of welding on structures, the appointed service provider can execute such work using a specialist subcontract.

16.5. Appointed Service providers shall not subcontract work for which they are directly appointed. Failure to comply with this clause may result in the termination of the tender award.

17. REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

17.1. Redundant materials and spare parts which arise from servicing or emergency and essential repairs must be listed by the Service Provider’s workmen and handed over to the responsible official at the institution and a signature obtained therefore.

17.2. Redundant materials, plant and equipment arising from planned replacement and upgrading work shall:

17.2.1. When considered scrap by the Department i.e. having no monetary value and no use to anyone, be removed from site by the Service Provider. An amount must be quoted for under the price schedule when required, for removal of scrap, which amount will form part of the total quotation method.

17.2.2. When considered by the Department to have monetary value but is of no use to the Department the Service Provider may be invited to submit a quotation for the purchase and removal of same from Site. The Employer reserves the right to accept or reject such quotations.

NOTE: The Service Provider is responsible for all redundant materials and spare parts until handed over. No scrap or redundant parts, material, equipment or plant may be removed from Site without the prior written authority of the Department.

18. TESTING, FIRST DELIVERY, FINAL DELIVERY AND COMPLETION OF THE WORKS

(a) First Delivery

The procedure for First Delivery Inspection, in respect of servicing, maintenance and repair work, unless otherwise required by the Employer, and all upgrading, replacement and new works, shall be as follows:

i) The Service Provider shall satisfy him/herself that the Works are tested and complete and to Specification in all respects, and to the satisfaction of the responsible official on Site.

ii) The Service Provider shall then apply for an inspection on a date that suits both parties.

iii) The Service Provider shall make timeous arrangements with the Employer's Representative for inspection of all Work prior to Departure of his/her workmen from the Site. The Service Provider shall submit his/her claim only after the Works are accepted.

iv) Should any item whatsoever be noted during the inspection which may require attention or rectification, the Works will not be accepted. It will be necessary for the Service Provider to again arrange for an inspection once all outstanding items have been rectified at no cost to the Department. The Employer shall also be entitled, at his/her discretion, to deduct the costs of any fruitless inspection/s from monies owing to the Service Provider, in respect of the Works. Acceptance of the Works will only be taken as and when the Works are completed in every detail.

v) The Service Provider is responsible for appointing his/her own foremen or supervisors for the supervision of the Works. It is not the responsibility of the Department or it's duly appointed representatives to perform such functions on behalf of the Service Provider.

vi) Certificates of conformity/compliance are required to be submitted, by the service provider, at first delivery in respect of the following installations:

1. Electrical
2. Air Conditioning and Refrigeration
3. Medical Gas
4. LP Gas
5. Plumbing
6. Industrial Compressed Air
7. Fire Detection
8. Fire Suppression

9.Lifts, Escalators and Travellators

vii) When the Works are finished and complete in every detail, the Employer will issue a First Delivery Completion Certificate. The date of issue of the First Delivery Certificate shall be the date of commencement of the guarantee period.

(b) Final Delivery

1. On expiry of the guarantee period, the Employer may issue the Final Delivery Certificate, after satisfying him/ herself, at a site meeting held with the Service Provider that the Works are in all respects in sound and proper condition.

19. GUARANTEE PERIOD

19.1. The Service Provider shall unconditionally **guarantee all servicing and repair** work performed together with all materials and spare parts (inclusive of electrical components) supplied by him/her for a minimum period of **six (6) months** from the date of commissioning of the work undertaken.

19.2. The Service Provider shall unconditionally **guarantee all new,** replacement or additional equipment, and installations (inclusive of all electrical components) for a minimum period of **twelve (12) months** from the date of the first delivery certificate.

19.3. If the Service Provider's supplier has a standard guarantee which exceeds the minimum warranty called for, the greater period will be applicable.

19.4. The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship of the Service Provider, or any of his/her Sub-Contractors, fair wear and tear excepted, and the Service Provider shall repair any such defects without delay and at his/her own cost. This guarantee shall include malfunction, and water, steam, gas, oxygen, oil, or air leaks, and adjustments.

19.5. Should any part of the complete Works perform unsatisfactorily so as to become detrimental to its functional use the Service Provider shall replace any such part or the complete Works with equipment as prescribed by the Employer without delay and at his/her own cost.

19.6. If any defects are not remedied with the period specified by the Employer, the Employer shall have such defect repaired at the risk and cost of the Service Provider, by another Service Provider whom the Employer deems to be proficient in the Work, without prejudice to any rights the Employer has against the defaulting Service Provider. The Employer will give written notice to the Service Provider of such instances where he/she appoints another Service Provider to remedy defects in the Works.

19.7. Shall the service provider fail to fix the defects within seven (7) days, the department will remove the service provider from the Panel and also report the service provider to National Treasury.

20. PROPRIETARY MATERIALS AND SUBSTITUTIONS OF MATERIALS

20.1. Where the term "or other approved" is used in connection with proprietary materials or articles it is to be understood that approval shall be at the sole discretion of the Employer.

20.2. Where brand or trade names are referred to in the Bills of Quantities in the quotation document these shall indicate the quality and type of material or fitting required and no substitution of materials so specified will be permitted unless authority of the Head: Works has been obtained in writing before quotations close.

20.3. In all cases where the Service Provider takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product he/she shall do so in strict accordance with the manufacturer's instructions after consultation with the manufacturer or his/her authorized representative.

20.4. No substitution of the articles or materials specified in the tender specification will be permitted unless the authority of the Employer has been obtained, in writing, before quotations close. The Service Provider will otherwise be required to provide and/or use the specified articles or materials. Submission of materials will only be considered when the Employer is satisfied that if the substitution is approved, there is sufficient time remaining before quotations close to advise other service providers.

20.5. No work shall be carried out against these orders unless specifically instructed by the Employer.

21. PROTECTION OF HOT WORK

21.1. Any Service Provider performing "Hot Work" (welding, cutting etc.) must have at least 1 × 9kg DCP extinguisher at hand, the seal of which must be intact, and shall further ensure that no flammable materials or liquids are at risk. The Service Provider shall be held liable for any loss or damage sustained in this respect.

22. AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS

22.1. The Service Provider is required to be available twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond timeously to breakdowns as and when instructed to do so.

22.2. In respect of each project, and if applicable, the service provider will be advised of the required response time to attend to breakdowns.

23. OPERATION AND MAINTENANCE MANUALS

23.1. The Service Provider shall hand over, at the completion of the Works three (3) copies of the necessary operating and maintenance requirements for all plant and equipment supplied and installed by him/her as part of the Works when applicable. Each copy of the operating and maintenance manual shall be separately bound, in a plastic covered hard cover ring binder, and shall contain the following data:

24. AUTHORITY TO DO SWITCHING ON ELECTRICAL SWITCHGEAR

24.1. NO switching of live electrical switchgear shall be done by an unauthorized person. The following persons are authorized to do switching on live electrical switchgear:

(a) Low Voltage Switchgear (1000V and lower)

Accredited Installation Electrician

(b) Medium Voltage (MV) Switchgear (1000V and higher)

Accredited Installation Electrician who successfully completed and acceptable medium voltage switching course at an approved authority such as **ESKOM or MUNICIPAL ELECTRICITY CORPORATION**. The installation electrician shall in any event be appointed in writing by the EMPLOYER to do medium voltage switching upon proof of his competency. The appointment shall clearly state the voltage, type of switchgear and specific installation/areas which he is authorized to do switching on.

25. PROOF OF QUALIFICATIONS

25.1.1. ALL copies of qualifications are to be certified by a Commissioner of Oaths.

25.1.2. The Tenderer shall provide proof by means of Certified Copies of Artisan(s) / Technician(s) / Coded Welder(s) / Apprentice(s) / Learners qualifications and internship papers and SAQCC Registration in the applicable categories, where applicable.

25.1.3. Copies, which are not certified proof, will result in such employees being listed as semi-skilled in which case the semi-skilled rate will apply accordingly. Failure to provide any copies of qualifications will result in the employee being not listed on the contract.

25.1.4. Affidavits as proof of experience, signed by the employee and a Commissioner of Oaths are required in respect of semi-skilled workers, who shall have a minimum of 3 years related experience in respect of the service tendered for. Affidavits which are not signed by the employee and a Commissioner of Oaths will result in such employees being listed as unskilled, in which case, the unskilled rate will apply accordingly. Failure to provide any affidavit of experience will result in the employee being not listed on the contract.

25.1.5. Should the appropriate proof of qualification not be submitted with the tender submission, the corresponding items tendered for will not be approved for the Tenderer.

25.1.6. Successful Tenderers shall during the period of validity of this Contract supply to the Employer proof of qualifications and/or experience in respect of any additional/replacement employees or changed qualifications of employees.

26. SAQCC Registrations

26.1. Certified proof of registration of permanent members of your staff are required to qualify for the following categories of works:

26.1.1. <u>LP Gas Installations :</u>

Certified proof of active registration with SAQCC Gas and the Liquefied Petroleum Gas Safety Association (LPGSASA) under the categories Commercial or Industrial Practitioner.

26.1.2. Medical Gas Installations :

Certified proof of active registration with SAQCC Gas and the South African Gas Association (SACGA) under the category: Medical Gases – Industrial.

26.1.3. Compressed Air :

Certified proof of active registration with SAQCC Gas and the South African Compressed Gas Association (SACGA) under the category : Inert Gases – Industrial.

26.1.4. Air Conditioning and Refrigeration - Category B : (Greater than 18 kW cooling capacity)

Certified proof of active registration with SAQCC Gas and the South African Refrigeration and Air Conditioning Contractors Association (SARACCA) under the Category B: Air Conditioning & Refrigeration Practitioner or Category C: Inspector Commercial/Industrial Air Conditioning & Refrigeration.

26.1.5. Air Conditioning and Refrigeration - Category A : (Less than 18 kW cooling capacity)

Certified proof of active registration with SAQCC Gas and the South African Refrigeration and Air Conditioning Contractors Association (SARACCA) under the Category A: Air Conditioning & Refrigeration Installer or AC&R Apprentice/Learner.

26.1.6. Fire Detection :

Certified proof of active registration with SAQCC Fire – Detection. It is a requirement that a minimum of one person who is registered as a Level 3 Serviceman be in the full time employ of the company.

26.1.7. Gas Suppression :

Certified proof of active registration with SAQCC Fire – Gas Suppression. It is a requirement that a minimum of one person who is registered as a Level 3 Commissioner/Serviceman be in the full time employ of the company.

26.1.8. Fire Fighting Equipment :

Certified proof of active registration with SAQCC Fire as a Service Technician. Certified proof of the company's active registration with SANS 1475.

26.1.9. Plumbing :

Certified proof of active registration with a recognized authorizing body (i.e. Plumbing Industry Registration Board – PIRB) is required.

26.1.10. Automatic Fire Sprinkler Installations : Certified proof of active registration with the Automatic Sprinkler Inspection Bureau (ASIB). It is a requirement that the bidder be registered as a minimum of a Conditional Installer, all Provisional Installers will not be considered for this bid item.

26.1.11. Electrical Installations : All CIDB Graded EB/EP Bid items

Certified proof of registration with the Department of Labor as an Electrical Contractor shall be submitted.

26.1.12. Medium Voltage Switching (ORHVS) : Bid Item 2.1.49

Certified proof of successful completion of acceptable medium voltage switching course at an approved authority such as ESKOM or MUNICIPAL ELECTRICITY CORPORATION and copy of appointment in writing by the EMPLOYER to do medium voltage switching.

27. LABOUR BROKERS

27.1. The services offered by labour brokers are specifically excluded from this Contract.

PART D

APPOINTMENT OF A COLLECTIVE OF SERVICE PROVIDERS FOR MINOR WORKS AND INFRASTRUCTURE PROJECTS THROUGHOUT DEPARTMENTAL OFFICES AND INSTITUTIONS WITHIN THE PROVINCE OF KWA-ZULU NATAL FOR A PERIOD OF THIRTY SIX (36) MONTHS

PRINCIPLES AND PROCEDURES FOR PROCUREMENT SERVICES

The approach that shall be adopted by the DARD when requesting a service from this contract shall be as follows:

1. EMERGENCY REPAIRS

1.1. In the event of unforeseen breakdowns, damages, or failures that compromise service delivery, the (DARD) End User will notify the Qualified service provider (***Telephonically/Emergency Request Form (ERF***)

1.2. The Service Provider must initiate corrective action within four (4) hours of notification.

1.3. Service provider shall provide a Job Card to the Department for approval. No work shall be commenced without approval from Departmental official (End User)

1.4. All emergency repairs shall be executed in a manner that ensures continuity of operations and minimizes disruption to departmental activities.

SECTION: L
SPECIAL TERMS AND CONDITIONS

APPOINTMENT OF A COLLECTIVE OF SERVICE PROVIDERS FOR MINOR WORKS AND INFRASTRUCTURE PROJECTS THROUGHOUT DEPARTMENTAL OFFICES AND INSTITUTIONS WITHIN THE PROVINCE OF KWA-ZULU NATAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS

(a) Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.

1. ACCEPTANCE OF BID

1.1. The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

2. AMENDMENT OF CONTRACT

2.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

3. AWARD

3.1. The awarding of this bid is not dependent on the factors of prices and preference points, as the bid is for the appointment of a panel. Bidders will be scored on functionality, and only bidders with a minimum score of **80 points** will be evaluated and added to the panel.

3.2. The Province of KwaZulu-Natal has eleven (11) districts ANNEXURE A1; therefore, the DARD will establish panels of contractors for all districts.

3.3. However, to ensure equitable distribution of potential opportunities arising from the panel, a qualifying Contractor will be restricted to participate in only ONE (1) district. Therefore, the Contractor is required to indicate their preferred districts outlined in Annexure A.

3.4. In an instance where the Contractor does not indicate their preference or where less than the stipulated number is indicated, the Contractor will be **disqualified**.

3.5. In an instance where the Contractor does not indicate their preference or where more than the stipulated number is indicated, the Contractor will be considered for the first district selected.

3.6. In an event where the DARD is unable to establish the panel for a particular district (for whatever reason), the DARD reserves the right to utilize the panels from other district. Also, in an event where the required Contractor category is not available in a particular district, the DARD reserves the right to use panels from other district.

4. BASIS AND QUANTITIES

4.1. Quantities are not reflected on the bid document.

5. BBBEE CERTIFICATE

5.1. A bidder claiming BBBEE points must submit a valid BBBEE certificate or a sworn affidavit together with the bid.

5.2. A copy of the BBBEE certificate or a sworn affidavit shall be kept on file for each successful bidder for the duration of the validity of the BBBEE Rating. An updated compliant certificate shall be a minimum requirement throughout the duration of the contract. The Department shall not do business with any company that fails to provide an updated certificate or valid affidavit.

6. CHANGE OF ADDRESS

6.1. Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (*domiciliumcitandietexecutandi*) details change from the time of bidding to the expiry of the contract.

7. COMPETENCY OF THE SERVICE PROVIDER

7.1. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

8. COUNTEROFFERS

8.1. Counteroffers shall not be considered.

9. DETAILS OF RELATED CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT) (ANNEXURE C)

9.1. The bidder must furnish the following details of past and current contracts.

(i) Date of commencement of contract/s;

(ii) Value per contract; and

(iii) Contract details. That is, with whom held, phone number and address/s of the companies.

10. ENTERING OF DEPARTMENTAL OFFICES

10.1. No representative from a company shall be permitted to enter Departmental premises, buildings unless he/ she is accompanied by the responsible official in charge.

11. EQUAL BIDS

11.1. If functionality is part of the evaluation process and two or more bidders score equal total points and equal points for specific goals, the contract must be awarded to the bidder that scored the highest points for functionality.

11.2. If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

12. INVOICES

12.1. All invoices submitted by the Service Provider must be Tax Invoices indicating quantity and quantity delivered, the amount of tax charged and the total invoice amount.

12.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

12.2.1. The name, address, and registration number of the supplier.

12.2.2. The name and address of the recipient.

12.2.3. An individual serialized number and the date upon which the tax invoice is issued.

12.2.4. A description of the goods or services supplied.

12.2.5. The quantity or volume of the goods or services supplied.

12.2.6. The value of the supply, the amount of tax charged and the consideration for the supply; or

12.2.7. Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

13. IRREGULARITIES

13.1. Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

14. JOINT VENTURES

14.1. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

14.2. The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.

14.3. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Pin together with the bid before the closing date and time of bid.

14.4. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorized person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

14.5. The joint venture or consortium must comply with Central Suppliers Database (CSD)

14.6. registration requirements as per National Treasury directive.

15. LATE BIDS

15.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

15.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

16. NOTIFICATION OF AWARD OF BID

16.1. Successful tenderers who have qualified for the different district shall be notified via an advert in the same platform as the invitation.

17. PAYMENT FOR SUPPLIES AND SERVICES

17.1. A Service Provider shall be paid by the Department in accordance with supplies delivered and services rendered.

17.2. Should a Service Provider indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.

17.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:

17.3.1. Contact must be made with the officer-in-charge of the District Office.

17.3.2. If there is no response from the District Office, the Director: Finance must be contacted.

17.4. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

18. PERIOD OF CONTRACT

18.1. This is three (3) year contract.

19. PROCUREMENT FROM THE PANEL

NB# Service providers to note that being in the panel does not guarantee allocation of work as service providers in the panel will compete on price and preference points.

19.1. Allocation of work for service providers in the panel

19.1.1. The approach that shall be adopted by the DARD when procuring and appointing from the panel shall be as follows:

19.1.2. Service providers will be required to provide Minor Works or Infrastructure projects.

19.1.3. Requirements shall be determined per section.

19.1.4. Specifications and request for quotation documents shall be prepared

19.1.5. The department will therefore, for each quotation invite from the panel where service providers showed interest.

19.1.6. If applicable, suppliers briefing will be conducted.

19.1.7. Evaluation and awarding shall be done accordingly

19.1.8. Purchase order will be issued (If applicable)

19.1.9. The Department reserves the right to ascertain the reasonableness of prices submitted by the bidder by comparing market related prices for various goods which will be required in terms of these terms of reference.

19.2. Specific Tasks and Activities

19.2.1. Awarded service providers will be expected to provide Minor Works or Infrastructure projects as specified in the specification.

19.2.2. Delivery of goods must be made in accordance with the instructions appearing on the official purchase order issued.

19.2.3. All deliveries must be accompanied by a delivery note stating the official order number against which the delivery has been affected.

19.2.4. Delivery should be done within 5 working days from the receipt of an official purchase order, except in an emergency case where required delivery period will be communicated prior.

19.2.5. Ensure that delivery note is signed by the official accepting delivery.

19.2.6. Upon receiving purchase order, successful bidder will be required to submit pre-production sample for the items on order to confirm that the sample is according to the specification.

20. QUALITY CONTROL/ TESTING OF PRODUCTS

20.1. The Department reserves the right accept or reject delivered equipment, if any of the equipment requirements is found not in accordance with the specification. The Service Provider will be required to rectify on his/her own cost.

20.2. Failure to comply with 20.1 will results in the following:

20.2.1. Possible cancellation of the contract with the Service Provider.

20.2.2. Reporting such negligence by the Service Provider to the Provincial and National Treasury for listing on the Restricted Suppliers' Database.

21. SPECIAL CONDITIONS OF CONTRACT

21.1. The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract.

21.2. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

22. SUPPLIERS DATABASE REGISTRATION

22.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

22.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.

23. TAX AND DUTIES

23.1. During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

24. TAX COMPLIANCE PIN

24.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

24.2. Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

25. UNSATISFACTORY PERFORMANCE

25.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

25.1.1. The Departmental official shall warn the Service Provider in writing that action shall be taken in accordance with the contract conditions unless the Service Provider complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Service Provider does not perform satisfactorily despite the warning, the official shall:

(a) Take action in terms of its delegated powers; and
(b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.

25.1.2. When correspondence is addressed to the Service Provider, reference shall be made to the contract number/item number/s and an explanation of the complaint.

26. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

26.1. The validity (binding) period for the bid shall be 180 days from close of bid. However, circumstances may arise whereby the Department may request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

27. VALUE ADDED TAX (VAT)

27.1. Bid prices must be inclusive of 15% VAT.

27.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

27.3. For the purposes of calculating preference points, VAT shall not be considered during quotation process.

PART:E

BID DISQUALIFYING FACTORS

1. **All bids received shall be evaluated on the following phases of evaluation:**
   - (i) Stage one : Administrative Compliance
   - (ii) Stage two : Functionality Criteria
2. **Compulsory administrative compliance:**
   - a) Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
   - b) Annexure C (Bidders experience) must be completed and signed by the bidder.
   - c) All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
   - d) Use of correction fluid is prohibited.
   - e) Any alterations must be initialed.
   - f) Under no circumstances may bid forms be retyped or redrafted.
   - g) Central Suppliers Database registration number.
3. **Compulsory Documents, must be submitted with a bid:**
   - a) An original or certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid and the content of the Resolution letter attached must relate to this specific bid. where applicable, as per SBD 11.
   - b) A certified copy of a valid BBBEE certificate or valid sworn affidavit (to prove ownership goal).
   - c) A valid **CIDB certificate** of your selected classes of works in Annexure B of this document.
   - d) Company letter confirming access to Twenty-four (24) hours Emergency number

4. **Functionality**
   - a) Relevant Experience
   - b) Resources
   - c) Locality

5. Functionality Evaluation Criteria

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

b) All service providers who score less than minimum functionality score of **80 points** will not be considered into the next stage.

c) The evaluation criteria are as in Table 1 below:

Table 1

<table>
<tr><th>NO</th><th>EVALUATION MATRIX</th><th>DESCRIPTION</th><th>POINTS</th><th>MEANS OF VERIFICATION</th></tr>
<tr>
<td>1.</td>
<td>Relevant Experience</td>
<td>Bidder's experience in providing a Construction Works
Each project completed will be allocated 05 points.

<u>Allocation of Categories</u>
If a service provider selected more than one (1) category (Classes of works). To qualify for inclusion to a categories, must have been submitted a minimum of two (2) projects per categories.

<table>
<tr><th>Classes</th><th>CIDB</th><th></th></tr>
<tr><td>General Building</td><td>GB</td><td>Min 2 Projects to score</td></tr>
<tr><td>Civil Engineering</td><td>CE</td><td>Min 2 Projects</td></tr>
<tr><td>Electrical Engineering</td><td>EB / EP</td><td>Min 2 Projects</td></tr>
<tr><td>Mechanical Engineering</td><td>ME</td><td>Min 2 Projects</td></tr>
</table>
</td>
<td>40</td>
<td>Proof of Purchase order / Appointment letter.
&
Completion certificates / Reference letter / proof of payment for those projects submitted

For each project attached as experience must all appear on Annexure C
(NB: To obtain the maximum of 05 points per project, the bidder should submit the combination of the above documents)</td>
</tr>
</table>

2.	**Resources**	<u>**Minor Works**</u> (i)Proof of Minimum Financial Resources to implement this project, a minimum of R500 000.00 <u>**Infrastructure Projects**</u> (ii)Proof of Minimum Financial Resources to implement this project, a minimum of R2 Millions (iii)Proof of ownership of vehicle(s) LDV's	**40** (20) (20)	(i) Evidence of credit facility provided by a Registered Financial Institution (E.g. Letter for Intent) **Or** Evidence of access to any legal funding instrument or Company's own Bank Statement (with a favourable minimum R500 000.00 (Minor works) / R2 Millions (Infrastructure projects) bank balance) (ii) For Company owned vehicle/s: Certificate of Registration in respect of motor vehicles/Logbook Or For leased vehicle/s: Lease agreement and Certificate of Registration in respect of motor vehicles /logbooks in a lessor's name (Transport to include at least One (1) of the following to score the maximum point): • Bakkie • Caddie • Panel Van • Truck

3.	**Locality**	Office of Bidder within the borders of District you are applying for **= 20 points** Office of Bidder within the borders of KZN = **10 points** Office of Bidder outside borders of KZN:= **05 Points**	**20**	Municipality Bills/Business Letters / Bank statement/ SARS pin/Lease Agreements / Letter from the Ward councillor/ Letter from Tribal leader (Not Older than 3 Months)
*** NB : Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 20 points in Experience and maximum points on Resources will be disqualified**		**Minimum Passing Score**	**80**	
		TOTAL	**100**	

NB. The Department reserves the right to verify all information submitted.

Non-compliance with the above shall result in elimination from further evaluation.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.

Original certification should not be older than six (6) months.

It is the responsibility of the service provider that the document is correctly completed in full, including document involving the third party.

Service provider must ensure that submitted regulatory compliance documents that are in line with the requirement of this bid.

Irrespective that the service provider has done the work with Department of Agriculture or any other organization.

All submitted bid documents will be treated independently.

Failure to comply with this requirement stated above shall invalidate the bid submitted

ANNEXURE C
Previous/Current Experience(*Documents and/or an extended list may be attached for further details)*

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

Signed on behalf of bidder:	Date: