



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 05/2022

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Invite suitable and capable service providers to submit proposals for **Rehabilitation of farm access road at Kokstad Research Station**

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.

Prequalifying Criteria

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017)
- (ii) EME (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017); and
- (iii) CIDB grading 4CE

Local Content and Production

Only locally produced goods that meet the minimum threshold of 100% for steel and components, fencing, cement, plastic pipes, furniture and any other designated sector and percentage thereof will be accepted

NB: Any tenderer that fails to meet the Prequalifying Criteria and Local content and production as condition of tender requirements will be deemed invalid.

Briefing Session

The Compulsory briefing session will be held as follows:

Date: **23 August 2022**

Venue: Department of Agriculture and Rural Development at Kokstad Research Station

Time: 11:00

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

Administrative: Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or
Nompumelelo.Dladla@kzndard.gov.za and

Technical:

1. Mr. Johan Vanrensburg Johan.Vanrensburg@kzndard.gov.za (084 5839 617)
2. Mr. Vincent Shamase Sikhumbuzo.Shamase@kzndard.gov.za (076 941 0338)

The closing date and time for receipt of Tenders is **02 September 2022 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS
PAGES

PART A	INVITATION TO BID (SBD 1)	4
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	5
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	6
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	7
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	8
SECTION D	OFFICIAL BRIEFING SESSION FORM	9
PART C	PRICING SCHEDULE	10
SECTION E	PRICING SCHEDULE (SBD 3)	11-16
SECTION F	DECLARATION OF INTEREST (SBD 4)	17-18
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	19-28
SECTION I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2	29-33
SECTION J	CONTRACT FORM (SBD 7)	34-39
SECTION M	GENERAL CONDITIONS OF CONTRACT	40-47
SECTION N	SPECIAL CONDITIONS OF CONTRACT	48-49
SECTION O	AUTHORITY TO SIGN THE BID	50-54
SECTION P	TERMS OF REFERENCE	55-87
PART D	BID DISQUALIFYING FACTORS	88-90
ANNEXURE A	BIDDERS PAST EXPERIENCE	91

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD 05/2022	CLOSING DATE:	02/09/2022	CLOSING TIME:	11h00
DESCRIPTION	Rehabilitation of farm access road at Kokstad Research Station.				
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 Dladla		CONTACT PERSON	Johan VanRensburg	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	Tel. No. 084 5839 617	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS	Johan.Vanrensburg@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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, 2017, 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:

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Page 9 of 91

PART C

PRICING SCHEDULE

(Goods/Service/Work)

NAME OF BIDDER:

CLOSING TIME: **11h00**

CLOSING DATE: **02/09/2022**

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD 05/2022	Rehabilitation of farm access road at Kokstad Research Station	

Amount in Words:

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

Official Company
Stamp

Signature

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..... Closing Time 11:00	Bid number..... 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 applicable

**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

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)

- The accompanying information must be used for the formulation of proposals
- 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.....

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

- PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

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

.....	R.....
.....	R.....	days
.....	R.....	days
.....	R.....	days

- 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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6

OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bid

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

SECTION H

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
 - b) 80/20 preference point system will be applicable to this tender
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(**Tick applicable box**)

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

8.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

9.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

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"	<p>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 –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

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)	

- 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.
- 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 naturalisation- 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)	

- 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.
- 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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing

any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Tender No.	(C1)
Tender description:	(C2)
Designated product(s)	(C3)
Tender Authority:	(C4)
Tender Entity name:	(C5)
Tender Exchange Rate:	(C6)
Specified local content %	(C7)

[illegible]

Signature of tenderer from Annex B

Date: _____

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

EU	R 9.00	GBP	R 12.00
----	--------	-----	---------

A) Exempt imported content				B) Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										This total must correspond with Annex C - C 21	

Imported directly by the tenderer				Calculation of imported content						Summary	
Tender item no's	Description of Imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

Imported by 2nd party and supplied to the Vendor				Declaration of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

			payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

**This total must correspond with
Annex C - C23**

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

SECTION J

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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);
 - Technical Specification(s);
 - 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 goods and/or works 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 - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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:
 - (iv) 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;
 - (v) General Conditions of Contract; and
 - (vi) 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 - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

3.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

SECTION M

GENERAL CONDITIONS OF CONTRACT

1. 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.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 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

4. Standards

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

5. Use of contract documents and information; inspection.

- 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.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
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
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

2. Delivery and documents

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

3. Insurance

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

4. Transportation

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

5. Incidental Services

- 5.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 5.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

6. Spare parts

- 6.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

7. Warranty

- 7.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 7.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 7.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

- 8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 8.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

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

10. Contract amendments

- 10.1 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

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

12. Subcontracts

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

13. Delays in the supplier's performance

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

14. Penalties

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

15. Termination for default

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

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

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

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

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

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

16. Anti-dumping and countervailing duties and rights

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

17. Force Majeure

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

18. Termination for insolvency

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

19. Settlement of Disputes

- 19.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 19.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

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

20. Limitation of liability

- 20.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Governing language

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

22. Applicable law

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

23. Notices

- 23.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 23.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

24. Taxes and duties

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

25. National Industrial Participation (NIP) Programme

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

26. Prohibition of Restrictive practices

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

SECTION N

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

- 1.1. Total contract period for this project is **9 months**
- 1.2. The construction period for this project is 3 months
- 1.3. The retention period for this project is 6 months

2. EVALUATION CRITERIA

There are *five* stages in the selection process, namely,

- a) Stage one: Pre-qualification Criteria
- b) Stage two: Local Content
- c) Stage three: Administrative Compliance
- d) Stage four: Functionality Criteria
- e) Stage five: Price and BBBEE

2.1. Stage 2 - 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

The following documentation must be submitted:

Criteria	Yes	No	Remarks
Section A	Invitation to Bid.		
Section B	Terms and Conditions for bidding		
Section C	Special instructions regarding completion of bid		
Section D	Registration on central suppliers' database		
Section E	Declaration that Information on Central Suppliers Database is correct and up to date.		
Section F	Pricing schedule – firm prices		
Section G	Declaration of interest		
Section H	Official Briefing session form		
Section I	Authority to sign a bid		
Section J	Conditions of contract		
Section K	Special conditions of contract		
Section L	Schedule of variation form goods or services information		
Section M	Schedule of alternative bids		
Section N	National industrial participation programme		
Section O	Preference claim form (6.1) Points claim		
Section P	Declaration of Bidders Past Supply Chain Management Practices		
Section Q	Certificate of independent bid determination		
ANNEXURE C	General conditions of contract		
ANNEXURE D	Terms of reference/ Specification		

2.2. Preferential Point Evaluation

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

2.2.2. Bidders must comply with SBD 6.1 Declaration form to claim preference points.

3. BID APPEAL TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

FAX NO.: (033) 897 4501

SECTION O

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.....

2.....

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising 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, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.

2.....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....
SIGNATURE **DATE**

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
----------------------	---------------------	-----------

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

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

..... SIGNATURE SIGNATURE SIGNATURE
---------------------------	---------------------------	---------------------------

..... DATE DATE DATE
----------------------	----------------------	----------------------

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.....

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign 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 joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign 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 consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION P
TERMS OF REFERENCE

The objective of this appointment is to secure the services of a service provider with experience in the construction of Farm roads Type 7A and 7B with the necessary drainage measures in place to ensure sustainability of the roads.

1. BACKGROUND

Introduction

The Research Station is situated some 3km North of Kokstad town. There are approximately **13,38 km** of secondary access roads that are in various states of dis-repair. The Farm Services section has expressed a desire to upgrade these roads to be suitable for all vehicle access.

Roads assessment

- a) The road network has been divided up into Thirteen (13) sections, each requiring different measures to rehabilitate them.
- b) Hardening, shaping, side drains and mitre drains are required on ten (10) sections.
- c) Three (3) sections require just shaping, side and mitre drains.
- d) Where road gradients are too steep for mitre drains, piped culverts are to be laid under the road. Three road sections require seven (7) culverts in total.
- e) Two (2) Portal culvert structures will be required under one section of the road.
- f) Two (2) cattle grids will be required at strategic points on the road network.
- g) Two (2) Armco barriers are required on a bridge over a river crossing

2. SCOPE OF SERVICES

The scope of works for this appointment is as follows:

- a) Site establishment
- b) Excavating hardening material from Quarry
- c) Shaping of roads with side drains and mitre drains
- d) Hardening of roads using excavated quarry material
- e) Construction of culverts where necessary
- f) Construction of 2 Portal culverts under one section of road
- g) Installation of 2 cattle grids at strategic points on road
- h) Erection of 2 galvanized steel guardrails on the bridge over the river crossing.
- i) Inspection of works by Engineering section
- j) Preparation of payment certificates.
- k) Submission of close out report.
- l) Departure from site

3. SITE LOCATION

3.1 The site is located 3km North of Kokstad town

3.2 GPS Coordinates – S 30,520126°, E 29,408975°.

1. BASIS OF QUANTITIES

- 1.1 The Scope of Works, Specifications and Bills of Quantities governing the works as per Section E (Pricing Schedule), as well as the drawings listed under the Project Technical Specifications, form the basis of all work to be done.

2. COMPETENCY OF THE SERVICE PROVIDER

- 2.1. This quote is open for contractors with a Construction Industry Development Board (CIDB) data base grading of **(CIDB 4 CE or Above)**. The contractor is to submit evidence of his/her OWN Active registration.

3. COMPULSORY SITE BRIEFING

- 3.1 **A compulsory site-briefing meeting will be held with prospective Service Providers.** Attendance at the meeting will be compulsory and non-attendance shall invalidate the quote. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote. The site briefing will announced and arranged by SCM.

4. INVOICES

- 4.1 All invoices submitted by the Contractor must be Tax Invoices indicating for what part of the scope of works payment is claimed.
- 4.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- 4.2.1. The name, address and registration number of the supplier;
 - 4.2.2. The name and address of the recipient;
 - 4.2.3. An individual serialized number and the date upon which the tax invoice is issued;
 - 4.2.4. A description of the goods or services supplied;
 - 4.2.5. The quantity or volume of the goods or services supplied;

5. IRREGULARITIES

- 5.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

6. PAYMENT FOR SUPPLIES AND SERVICES

- 6.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered – no advance payments will be made.
- 6.2 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 6.2.1 Contact must be made with the officer-in-charge of the Office;
 - 6.2.2 If there is no response from the Office, the Director: Finance must be contacted;
- 6.3 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect/ delay payment.

7. PERIOD OF CONTRACT

- 7.1 The contract is ad hoc / once off. As for the completion period, see section 40.

8. QUALITY CONTROL/ TESTING OF PRODUCTS

- 8.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, **before** construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.
- 8.2 The same replacement obligation to the Contractor would apply during the entire construction period.
- 8.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.
- 8.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers Database.

9. ORDER OF PRECEDENCE

- 9.1 This invitation to bid/quote 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 National Treasury Government Procurement General Conditions of Contract (July 2010). The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

10. SUPPLIERS DATABASE REGISTRATION

- 10.1 A service provider submitting an offer must be registered on the Central Suppliers Database at National Treasury. A potential service provider who has submitted a quote is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 10.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
NB: If a service provider is found to be employed by the State and is on the Central Suppliers Database, the service provider shall be eliminated.

11. TAX AND DUTIES

- 11.1 During the 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).

12. TAX COMPLIANCE PIN

- 12.1 The service provider must submit a valid Tax Compliance Pin with the bid. Service providers should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 12.2 Where a Tax Compliance Pin is not submitted with the quote, the Department shall use the Central Supplier Database to verify the tax matters of the service provider.

13. UNSATISFACTORY PERFORMANCE

- 13.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 13.2. The Departmental official monitoring the implementation shall first warn the contractor verbally about his/her underperformance in terms of completion rate, quality of the work or quality or specifications of materials as part of a site instruction. After that, in the absence of sufficient improvements, the contractor shall be warned in writing that action shall be taken in accordance with the contract conditions unless

the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).

- 13.3. If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -
- 13.3.1. To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
 - 13.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - 13.3.3. To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 13.4. In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.
- 13.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

14. VALIDITY PERIOD OF QUOTE

- 14.1 The validity (binding) period for the quote shall be **120 days** from the deadline for the submission of quotes. However, circumstances may arise whereby the Department needs to extend the validity period. Should this occur, the Department shall formally request those who submitted quotes service providers to extend the validity (binding) period under the same terms and conditions as originally offered for by service providers. This request shall be done before the expiry of the original validity (binding) period.

15. VALUE ADDED TAX (VAT)

- 15.1 Quotes must be inclusive of 15% VAT.
- 15.2 Service providers 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. Service providers who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 15.3 For the purpose of calculating preference points, VAT shall not be considered during the quotation process.

16. SERVICE LEVEL AGREEMENT

- 16.1 The successful Service provider and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of the award of the contract.
- 16.2 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS), the Bill of Quantities and Specifications as contained in the Pricing schedules, together with the Drawings, are deemed to form part of the SLA.

17. COMMENCEMENT OF THE WORK

- 17.1. Site establishment must start within ONE week, and the actual works within TWO weeks after hand-over of the site, provided that;
- 17.1.1. An official order has been issued;
 - 17.1.2. The contractor is in possession of all relevant documentation required for works execution;
 - 17.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
- 17.2. In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract.

18. HANDOVER OF SITE TO CONTRACTOR

- 18.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.
- 18.2. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.
- 18.3. The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site.
- 18.4. The Contractor is responsible for the administration, control and security on the site at all times during the contract duration.

19. WATER AND POWER

- 19.1. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

20. LOCATION OF CAMP

- 20.1. The Contractor's camp may be erected at Kokstad Research Station, but only after arrangements have been formalized with the Farm Manager.
- 20.2. No persons other than a night watchman may sleep in the camp, without the approval of the Farm Manager.

21. HOUSING OF CONTRACTOR'S EMPLOYEES

- 21.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. There is no accommodation available at Kokstad Research Station.
- 21.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

22. LABOUR SOURCE & CAPACITY

- 22.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 22.2. The contractor is encouraged to source unskilled labour from the area around Kokstad Research Station. The Contractor and the Departmental representative (Engineer or local Agricultural adviser)

may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

- 22.3. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

23. PRE-QUALIFICATION CRITERIA

- 23.1. Only bidders who meet both of the following prequalification criteria may respond:-

23.1.1. **BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017)**

23.1.2. **EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017), and**

23.1.3. **Minimum CIDB 4 CE**

- 23.2. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.

- 23.3. The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

24. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

- 24.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

- 24.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

- 24.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and have been officially accepted by the Department.

25. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 25.1. The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense.

26. DAMAGE TO PROPERTY

- 26.1. If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed

- 26.2. The Contractor shall take every precaution against damage or nuisance being caused by dust, both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

27. UNDERGROUND CABLES AND PIPES

- 27.1. If such underground services are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.

- 27.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 27.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors Works Insurance.

28. DAILY RAINFALL RECORDS

- 28.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept by the Contractor, the Engineer is under no obligation to grant extension of the completion period for inclement weather.

29. INSPECTION OF WORK

- 29.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 29.2. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

30. NOTICE OF COVERING WORK

- 30.1. The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 30.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

31. SUB-CONTRACTED WORK

- 31.1. **The contractor shall not sub-contract the entire contract.**
- 31.2. Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and his/her shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

32. INSURANCE

- 32.1. All accepted approved contractors would be required to provide the following insurances for the project awarded to them:
- 32.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
 - 32.1.2. Public Liability insurance.
 - 32.1.3. All risks (works) policy and Political.

33. PROTECTION OF THE PUBLIC

- 33.1. The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

34. INJURY TO PERSONS

- 34.1. The Contractor shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

35. DISAGREEMENTS

- 35.1. Notice of disagreement. The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.
- 35.2. Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

36. FIXED PRICE CONTRACT

- 36.1. **The contract shall not be subject to contract price adjustment.**

37. PRICING – COMPLETENESS OF BID

- 37.1. Service providers are required to submit quotes for all services, works and materials as specified in the pricing schedule. This includes those additional items that are not listed in the original pricing schedule but may be pointed out as required at the bid briefing. If he/she does not bid on all items, his/her bid will be rejected.
- 37.2. All quoted prices for separate items are to be in South African currency and must **exclude** VAT.
- 37.3. All items as described in the project specification are to be priced in full.
- 37.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.
- 37.5. VAT must be filled in as the Sub total followed by the complete price for the entire project.
- 37.6. Remember to carry over amounts where required.
- 37.7. The quote page must be signed by a person legally authorized to do so.

38. QUANTITIES OF WORK

- 38.1. The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

39. PROGRESS PAYMENTS

- 39.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete.
- 39.2. Payment will only be made against the construction progress as pertaining to **built /installed** items. Movable items and materials on site are generally excluded from progress payments until they have been fully installed or fitted or built up.

- 39.3. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- 39.4. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 39.5. The contractor shall be paid in up to a maximum of **ten (10) part payments**. The Contractor is strongly advised to request more than five part payments when being notified by SCM of him/her being awarded the contract.
- 39.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (41).
- 39.7. The penultimate payment occurs after practical works completion. The final payment will be made after expiry of the 6 months guarantee/liability period.

40. COMPLETION OF THE WORKS

- 40.1. Work completion will be established over three stages, in line with the GCC (General Conditions of Contract).

40.1.1. Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

40.1.2. Works completion

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list wrt the project as a whole.

It is at works completion that the Contractor will be paid out 50% of his/her retention money.

40.1.3. Final completion

Completion occurs 6 months after Works completion, after expiry of the liability period. Final

41. RETENTION

- 41.1. A 10% of the total project value as retention will be withheld on payment for duration of the construction.
- 41.2. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **works completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period 6 months after practical completion), the service provider having eliminated all defects.

42. DEFECT LIABILITY PERIOD

- 42.1. The defect liability period is 6 calendar months calculated from the date of Practical Completion.
- 42.2. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

43. CONTINGENCIES

- 43.1. An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract and must be approved by the Engineer before the expenditure is incurred.

44. PERIOD OF COMPLETION & RATE OF PROGRESS

- 44.1. The project has to reach **practical completion within three (3) months of award of the contract** (90 calendar days).
- 44.2. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 44.3. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.
- 44.4. The date of completion will be extended only to the extent approved by the Department.
- 44.5. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 44.6. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

45. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 45.1. If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the last payment for work completed or the retention allowance.
- 45.2. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.
- 45.3. The department will deduct a penalty for late completion of up to **0.05% of the contract value per working day delay**.

46. LOCAL PRODUCTION AND CONTENT

- 46.1. The Department of Agriculture and Rural Development promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 46.2. This bid document carries a minimum threshold for local content of 100% for all items that are locally manufactured such as but not limited to:
- **Cement**
- 46.3. Department of Agriculture and Rural Development reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the DTI in an effort to stimulate local production and content where relevant.

- 46.4. Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the DTI) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender.
- 46.5. The Department of Agriculture and Rural Development latest list of designated sectors can be accessed on http://www.dti.gov.za/industrial_development/ip.jsp
- 46.6. Service Provider should ensure that they complete SDB 6.2 of this document. Failure to complete SDB 6.2 shall result in disqualification.

C | STANDARD TECHNICAL SPECIFICATIONS

1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance, until such time as these conditions are complied with.

D | PROJECT TECHNICAL SPECIFICATIONS

1. ROAD REHABILITATION

*This section explains the bid elements relating to Table 1: Pricing Schedule on page 21.
For detailed Technical Specifications, please **see drawings** attached.*

1.1 Site establishment (See Special Conditions – sections 18, 19, 20, 21, 24 and other)

1.2 Excavation of hardening material

Excavate approximately 5290m³ of hardening material from the Municipal quarry as located on the attached map and transport to various sections of road. This quarry is located 2,21km from the main gate. The further section of road requiring hardening is located 5,52km from the quarry.

1.3 OVERVIEW OF ROAD SPECIFICATIONS (see actual requirements from 1.3.1 below)

Re-shape and harden m of road to ... m wide from side drain to side drain, with a m hardened camber.

Re-shaping should include the following operations;

Rip, blade, shape, water, compact hardening material with a paddle-foot roller and shape again. Hardening must be broken down well to prevent “rock-rip” when doing second/final shaping. Water again and roll hardening with a smooth roller over the entire length of road surface to a final thickness of 150mm. Hardening will include haulage to site, spreading, shaping and compaction.

Construct V-Shaped side drains and mitre drains; Side drains a minimum 0,5m deep, either side of the road with well-placed mitre drains as per specifications (see diagrams). Mitre drains to be wide enough, minimum of 1.5m wide at the top, and angled at 15 degrees to the road.

Build culverts: Now excavate trenches across newly constructed road to build ... skew culverts with headwalls and 1m wide concrete apron (100mm thick) with 0,6m concrete pipes laid at 1:10 gradient beneath road to replace existing culverts. Bricks used for headwalls must be SABS approved and must be properly bonded to ensure maximum strength. Headwalls must be a full-brick wide and at least four brick courses higher than the final road surface.

Concrete pipes for culverts must meet the following standard: 600mm diameter, class 50D, Ogee type pipe connections and to meet SABS standards SANS 677. The culvert lengths should be in multiples of 2.5 m as the concrete pipes are in 2.5m lengths. It is suggested that 7.5m and 10m lengths would be the most appropriate for the required skew culverts and road widths. Fill the trenches with about 400mm in-situ material and lay pipes as specified. Fill trenches with in-situ material around pipes and compact each layer with a vibrating plate

compactor from bottom to top. Finish off the disturbed road area with a smooth roller. Apply water if required. Ensure to align excavated section's hardening with final road level after smooth rolling.

Lay Kikuyu "quick lawn" grass mats, pegged down, 2m wide by 5m long, at exits of all culverts. Water quick lawn well at laying, thereafter weekly and finally before leaving the site.

Construct Portal culverts with high quality SABS approved pre-cast concrete Rectangular Portals, with specifications SANS 986, Class 200S, with matching culvert slabs (bases). See Installation diagram and portal culvert and base dimension (Tables).

Excavate across the road and lay a row of rectangular portals of 1,2m long per portal, to a total length ofm. Approximate rectangular portal dimensions are 600mm (inside width) x 600mm (inside height) x 760mm (outside width).

Portal depth and positioning must allow for ease of water run-off and flow. Portal culverts to be covered by in-situ material compacted to at least 300mm and hardening material compacted to at least 150mm. Compaction to be done as for culvert pipes. Inlets and outlets of portals require a 100mm thick and 2.0m long x 800mm wide concrete apron (centered). Finish off the disturbed road area with a smooth roller. Apply water if required. Ensure to align excavated section's hardening with final road level after smooth rolling.

Erect hazard signs, (... x 2 (Left and Right) =) on 2,1m high creosote poles. Creosote poles to be concreted into a base of 300mm x 300mm x 300mm (600mm below ground and 1,2m above ground) . The positioning to be discussed with the Engineer. Bolt and secure two reflecting steel Arrow-boards (red on white, about 200mm x 300mm) on both sides of each creosote pole, back-to-back (arrows facing away from culverts).

Finally, remove all excess material (rocks, gravel and other) and dump at the quarry.

PLEASE NOTE: THE ABOVE SPECIFICATIONS WILL BE REFERRED TO AGAIN AND MADE APPROPRIATE (quantities/ measures) FOR THE ROAD SECTIONS LISTED BELOW.

1.3.1 ROAD SECTION S1 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications

Re-shape 2 250m of road to 6m wide from side drain to side drain, with a 4m compacted camber.

Construct V-Shaped side drains and mitre drains

Finish off the disturbed road area with a smooth roller. Apply water if required.

Remove all excess material (rocks and gravel) **and dump** at the quarry.

1.3.2 ROAD SECTION S2 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape 1130m of road to 6m wide from side drain to side drain with a 4m compacted camber.

Construct V-Shaped side drains and mitre drains.

Construct two (2) Portal culverts.

Finish off the disturbed road area with a smooth roller.

Remove all excess material and dump.

1.3.3 ROAD SECTION S3 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape 1720m of road to 6m wide from side drain to side drain with a 4m compacted camber.

Construct V-Shaped side drains and mitre drains.

Finish off the disturbed road area with a smooth roller.

Remove all excess material and dump.

1.3.4 ROAD SECTION H1 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re – shape and harden 700m of road to 6m wide from side drain to side drain with a 4m hardened camber.

Construct V-Shaped side drains and mitre drains.

Two (2) sections of road through the village will be spill – over roads ie. No side or mitre drains.

Finish off the disturbed road area with a smooth roller.

Remove all excess material and dump.

1.3.5 ROAD SECTION H2 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden 710m of road to 6m wide from side drain to side drain with a 4m hardened camber.

Construct V-Shaped side drains and mitre drains.

Finish off the disturbed road area with a smooth roller.

Remove all excess material and dump.

1.3.6 ROAD SECTION H3 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden 300m of road to 6m wide from side drain to side drain with a 4m

hardened camber.

Construct V-Shaped side drains and mitre drains.

Finish off the disturbed road area with a smooth roller.

Remove all excess material.

1.3.7 ROAD SECTION H4 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden 1060m of road to 6m wide from side drain to side drain with a 4m hardened camber.

Construct V-Shaped side drains and mitre drains.

Build culverts: Excavate trenches and construct 3 skew culverts.

Lay Kikuyu “quick lawn” grass mats.

Erect hazard signs (2 x 2 = 4).

Erect galvanized steel W-beam guardrails (same as the ones next to our main roads) on the bridge across the river: 2 x 12m (minimum length) guardrails. Please see the diagram with specifications attached.

Finish off the disturbed road area with a smooth roller.

Remove all excess material and dump.

1.3.8 ROAD SECTION H5 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden, 540m of road, 6m wide from side drain to side drain with a 4m camber.

Construct V-Shaped side drains and mitre drains where indicated.

Build culvert: Excavate trench and construct 1 skew culvert.

Lay Kikuyu “quick lawn” grass mats.

Erect hazard signs (1 x 2 = 2).

Finish off the disturbed road area with a smooth roller.

Remove all excess material and dump.

1.3.9 ROAD SECTION H6 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden 400m of road to 6m wide from side drain to side drain with a 4m

hardened camber.

Construct V-Shaped side drains and mitre drains.

Finish off the disturbed road area *with a smooth roller.*

Remove all excess material and dump.

1.3.10 ROAD SECTION H7 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden 1290m of road to 6m wide from side drain to side drain with a 4m hardened camber.

Construct V-Shaped side drains and mitre drains.

Finish off the disturbed road area *with a smooth roller.*

Remove all excess material and dump.

1.3.11 ROAD SECTION H8 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden, 1850m of road, 6m wide from side drain to side drain with a 4m camber.

Construct V-Shaped side drains and mitre drains where indicated.

Build culvert: *Excavate trench and construct 3 culverts.*

Lay Kikuyu “quick lawn” grass mats.

Erect hazard signs (3 x 2 = 6).

Finish off the disturbed road area *with a smooth roller.*

Remove all excess material and dump.

1.3.12 ROAD SECTION H9 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden 650m of road to 6m wide from side drain to side drain with a 4m hardened camber.

Construct V-Shaped side drains and mitre drains.

Finish off the disturbed road area *with a smooth roller.*

Remove all excess material and dump.

1.3.13 ROAD SECTION H10 (SEE ATTACHED LOCALITY MAP)

Please refer to 1.3 for specifications.

Re-shape and harden 430m of road to 6m wide from side drain to side drain with a 4m hardened camber.

Construct V-Shaped side drains and mitre drains.

Finish off the disturbed road area with a smooth roller.

Remove all excess material and dump

2 INSTALLATION OF CATTLE GRIDS (SEE SPECIFICATIONS)

Install Two (2) cattle grids at strategic places on roads (see map)

SPECIFICATIONS FOR 2 (Two) PRECAST CONCRETE REINFORCED CATTLE GRIDS REQUIRED FOR KOKSTAD RESEARCH STATION

Brief description of such a grid.

The precast reinforced concrete cattle grid must be purchased as a complete unit and installed by excavating and levelling the site and lowering the grid into position. The grid must be capable of preventing cattle and goats from crossing and allow a loaded timber lorry to pass over without any damage or movement of the cattle grid.

Reinforced concrete is required as it is weather and corrosion resistant.

PLEASE NOTE:

NO OTHER CATTLE GRID WILL BE ACCEPTABLE, EXCEPT IF IT MEETS THE SPECIFICATIONS BELOW

Specifications:

Cattle grid dimensions and shape	Requirements:
Length of grid: To fit across road width	3.5 m
Width of grid: Effective width to prevent livestock crossing	2.2m
Height of grid:	0.45m
Number of internal cross bars	9
Spacing between cross bars	220mm centre to centre
Shape of crossbars	Must have a rounded (curved) shape at the top to prevent animals from walking across on the crossbars.
Number of weight bearing internal beams	3
Spacing between internal beams	700mm
Reinforcing	All concrete fabrication to be reinforced with concrete steel reinforce

Minimum weight of structure	2.8 tons
Load capacity	
Load capacity.	The grid must be capable of safely taking the load of an interlink timber truck, fully loaded, with seven ton per axle load capacity.
Transport	
The precast cattle grid must be transported from the manufacturer to site on a truck fitted with a crane capable of lifting a minimum of 2.8 tons.	
Positioning	
The three cattle grids must be positioned as per the attached map. Confirmation of exact positions must be sourced from the Engineer and Kokstad Control Farm Manager on site.	
Installation	
<ol style="list-style-type: none"> 1. An excavation is to be made in the road surface to suit the size of the precast grid (2.2m plus 400mm wide; 3.5m plus 400mm long and 650mm deep). It is to be noted that the excavation must be at least 200mm wider on all sides than the base dimensions. 2. The floor of the excavation must be stable, flat and level. 3. A layer of hard core filling, G2 crusher run, must be placed in the bottom of the excavation and compacted to 200mm thick. This layer must be level. The hard core layer must be compacted with a vibrating mechanical compactor. 4. G2 crusher run is not available on site. To be sourced elsewhere. 5. The precast concrete grid must be lowered into position with the truck crane. Ensure that nylon sling straps are used and not steel chains or cables, as steel could crack the concrete. 6. The surface of the grid must be level in all directions. 7. Back fill around the outsides of the precast grid and compact very well to prevent any possible movement (sliding). 8. Build up ramps on the two vehicle approaches to the grid with hard core filling, G2 Crusher run. The approaches must be at least 8m long and 6m wide, narrowing down to about 3,5m. The hard core filling of at least 300mm when compacted, must be compacted with a mechanical vibrating compactor. The approach ramp must be level with the top of the cattle grid. 9. The approaches must be left smooth. 10. No chipping of or damage to the grid will be allowed. 11. The grid surface must be slightly above the road surface, which will prevent water from flooding into the cattle grid cavity. 	
Posts, rails and fencing.	
Fencing posts, grid rails and fencing are the responsibility of the end user and are not included in this project and installation.	

E: PRICING SCHEDULE WITH SPECIFICATIONS

Ref	Activity	Unit	Quantity	Rate	Total amount
C1	Preliminary and General Establishment: See C1 for a details	Sum	1	R	R
	Administration costs	Sum	1	R	R
	Security costs	Sum	1	R	R
	OHS related costs	Sum	1	R	R
	Workmen's Compensation costs	Sum	1	R	R
	Insurance costs	Sum	1	R	R
	Toilet facility costs	Sum	1	R	R
	Dealing with water	Sum	1	R	R
	Other:	Sum	1	R	R
	Other:	Sum	1	R	R
D1.1	Site Establishment	Sum	1	R	R
D1.2	Earthworks				
D1.2	Excavation of hardening material at quarry and delivery to road works	m³	5286	R	R
D1.3	<i>For each road section, please refer to project technical specifications and quote in full. NOTE: All material to be supplied.</i>				
D1.3.1	Road section S1				
	Re-shape 2 250m of road to 6m wide from side drain to side drain, with a 4m compacted camber	m	2250	R	R
	Construct V-Shaped side drains and mitre drains	No.	2 x side drains ,66 x mitre drains	R	R
	Finish off the disturbed road area with a smooth roller. Apply water if required.	Sum	1	R	R
	Remove all excess material (rocks and gravel) and dump at the quarry.	Sum	1	R	R
D1.3.2	Road section S2				
	Re-shape 1130m of road to 6m wide from side drain to side drain with a 4m compacted camber.	m	1130	R	R
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains, 7 x mitre drains	R	R
	Construct two (2) Portal culverts.	No.	2	R	R

	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.3	Road section S3				
	Re-shape 1720m of road to 6m wide from side drain to side drain with a 4m compacted camber.	m	1720	R	R
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains, 38 x mitre drains	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.4	Road section H1				
	Re – shape and harden 700m of road to 6m wide from side drain to side drain with a 4m hardened camber.	m	700	R	R
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains , 5 x mitre drains	R	R
	Two (2) sections of road through the village will be spill – over roads ie. No side or mitre drains.	m	350	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.5	Road section H2				
	Re-shape and harden 710m of road to 6m wide from side drain to side drain with a 4m hardened camber.	m	710	R	R
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains, 7 x mitre drains	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.6	Road section H3				
	Re-shape and harden 300m of road to 6m wide from side drain to side drain with a 4m hardened camber.	m	300	R	R
	Construct V-Shaped side drains and	No.	2 x side	R	R

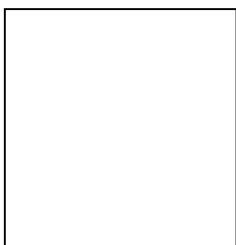
	mitre drains.		drains, 3 x mitre		
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material.	Sum	1	R	R
D1.3.7	Road section H4				
	Re-shape and harden 1060m of road to 6m wide from side drain to side drain with a 4m hardened camber.	m	1060	R	R
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains , 7 x mitre drains	R	R
	Build culverts: Excavate trenches and construct 3 skew culverts.	No.	3	R	R
	Lay Kikuyu "quick lawn" grass mats.	No.	3	R	R
	Erect hazard signs (3 x 4 = 12).	No.	12	R	R
	Erect Armco Barrier on bridge across river (2 x 10m)	No.	2	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.8	Road section H5				
	Re-shape and harden, 540m of road, 6m wide from side drain to side drain with a 4m camber.	m	540	R	R
	Construct V-Shaped side drains and mitre drains where indicated.	No.	2 x side drains , 2 x mitre drains	R	R
	Build culvert: Excavate trench and construct 1 skew culvert.	No.	1	R	R
	Lay Kikuyu "quick lawn" grass mats.	No.	1	R	R
	Erect hazard signs (2 x 2 = 4).	No.	4	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.9	Road section H6				
	Re-shape and harden 400m of road to 6m wide from side drain to side drain	m	400	R	R

	with a 4m hardened camber.				
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains , 6 x mitre drains	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.10	Road section H7				
	Re-shape and harden 1290m of road to 6m wide from side drain to side drain with a 4m hardened camber.	m	1290	R	R
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains , 26 x mitre drains	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.11	Road section H8				
	Re-shape and harden, 1850m of road, 6m wide from side drain to side drain with a 4m camber.	m	1850	R	R
	Construct V-Shaped side drains and mitre drains where indicated.	No.	2 x side drains , 25 x mitre drains	R	R
	Build culvert: Excavate trench and construct 3 culverts.	No.	3	R	R
	Lay Kikuyu "quick lawn" grass mats.	No.	3	R	R
	Erect hazard signs (3 x 4 = 12).	No.	12	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.12	Road section H9				
	Re-shape and harden 650m of road to 6m wide from side drain to side drain with a 4m hardened camber.	m	650	R	R
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains , 19 x mitre drains	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R

D1.3.13	Road section H10				
	Re-shape and harden 430m of road to 6m wide from side drain to side drain with a 4m hardened camber.	m	430	R	R
	Construct V-Shaped side drains and mitre drains.	No.	2 x side drains , 7 x mitre drains	R	R
	Finish off the disturbed road area with a smooth roller.	Sum	1	R	R
	Remove all excess material and dump.	Sum	1	R	R
D1.3.14	Supply & installation of cattle grids • See attached plans and specifications	Sum	2	R	R
	SUBTOTAL BEFORE CONTINGENCIES				R
	CONTINGENCIES (10% OF THE ABOVE SUBTOTAL).				R
	SUBTOTAL BEFORE VAT				R
	VAT AT 15%				R
	FINAL PROJECT COST				R

*Work rates are estimates. If the bidder's estimates for the activity rates are lower or higher, (s)he should amend tendered **Rand value rates** (6th column) pro rata.*

I now hereby confirm that I have read the Bid document in full and that I understood the contents of the Bid document, specifications and attachments. This enabled me to complete the Pricing Schedule in full, thereby not excluding any activity and or specification and related costs.



Signature.....

Signatory's
name.....

Date.....

Place.....

F : ADDITIONAL INFORMATION (Compulsory to complete)**AVAILABILITY OF PLANT AND MACHINERY**

#	TYPE OF PLANT OR /MACHINERY Provide details, e.g. engine size, year of manufacture,	OWNED OR HIRED/LEASED?	CONTACT DETAILS OF LESSEE
1			
2			
3			
4			
5			
6			

EXPERIENCE WITH ROAD CONSTRUCTION AND SIMILAR PROJECTS

#	NAME & LOCATION OF FARM/PROJECT	DETAILS (YEAR, KM DONE, CULVERT TYPE etc))	CONTACT DETAILS OF REFEREE(S)
1			
2			
3			
4			
5			

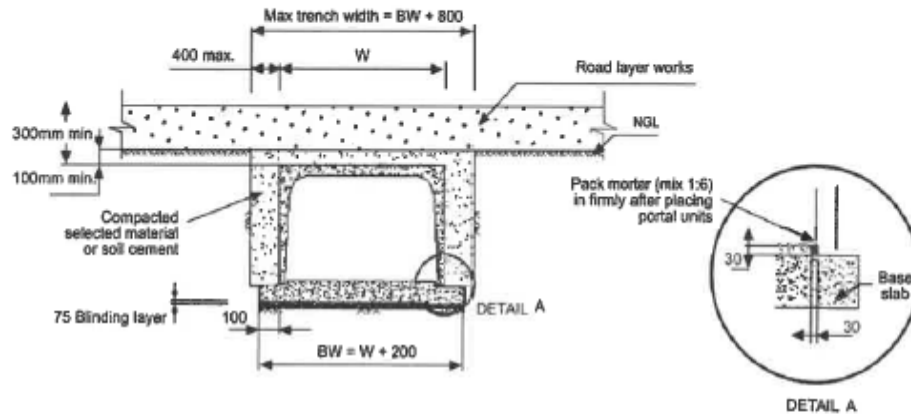
PLANS AND SPECIFICATIONS***PORTAL CULVERT:***

(See Trench Installation and Culvert in Pre-cast base configuration only)

Installation conditions

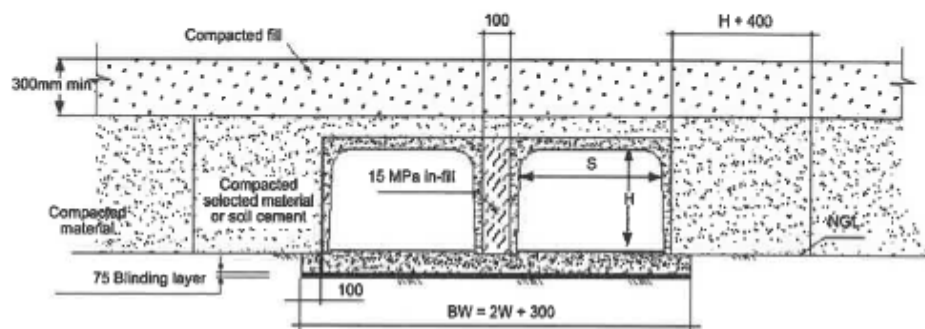
The trench condition occurs when the culvert is placed into a trench cut into natural ground and then backfilled with suitable material.

Trenched Installation

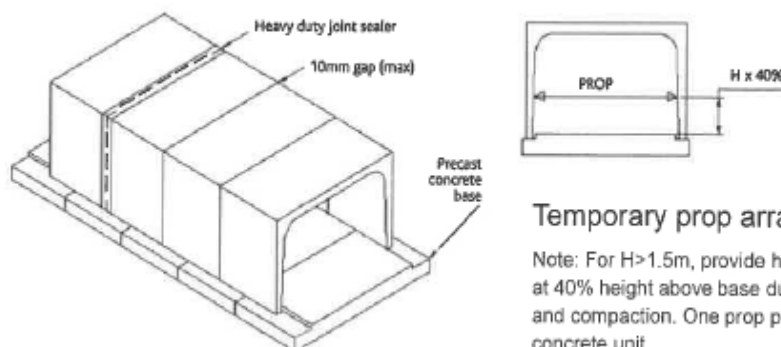


In the embankment condition the culvert is installed at ground level and is backfilled with suitable material.

Embankment installation



Culvert in precast base configuration



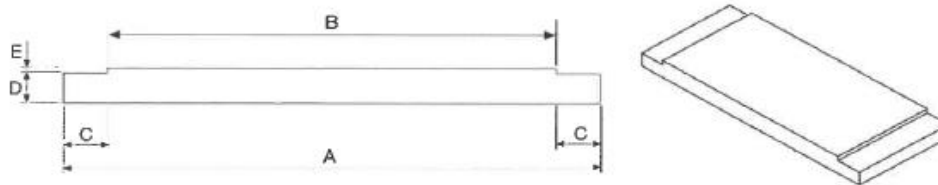
Temporary prop arrangement

Note: For $H > 1.5\text{m}$, provide horizontal props at 40% height above base during backfilling and compaction. One prop per precast concrete unit.

S-Class rectangular portal culverts - SANS 986 : 2006

Culvert size	Strength Class	Dimensions					Length	Mass
S X H (mm x mm)	S	T (mm)	R (mm)	A (mm)	C (mm)	D (mm)	(mm)	(kg/unit)
450 x 300	200S	90	40	600	75	65	1200	322
450 x 450	200S					60		394
600 x 300	200S	100	80	810	105	95	1200/1500	453
600 x 450	200S					87		540
600 x 600	200S					80		619
750 x 300	175S	100	100	970	110	101	1200	652
750 x 450	175S					94		767
750 x 600	175S					87		719
750 x 750	175S					80		822
900 x 300	175S	110	120	1140	120	113	1200/1500	840
900 x 450	175S					109		746
900 x 600	175S					102		842
900 x 750	175S					88		911
900 x 900	175S					80		1027
1200 x 450	150S	120	160	1480	130	119	1200	947
1200 x 600	150S					113		1084
1200 x 900	150S					102		1273
1200 x 1200	150S					90		1500
1500 x 600	100S	135	200	1790	145	128	1200	1332
1500 x 900	100S					115		1541
1500 x 1200	100S					103		1779
1500 x 1500	100S					90		1970
1800 x 600	75S	150	240	2130	165	148	1200	1667
1800 x 900	75S					135		1936
1800 x 1200	75S					122		2185
1800 x 1500	75S					109		2408
1800 x 1800	75S					95		2605
2000 x 900	75S	100	280	2340	170	148	1200	2188
2000 x 1200	75S					135		2455
2000 x 1500	75S					122		2693
2000 x 1800	75S					109		2911
2000 x 2000	75S					95		3029
2100 x 600	75S	160	280	2440	170	166	1200	1948
2100 x 900	75S					144		2231
2100 x 1200	75S					132		2495
2100 x 1500	75S					120		2739
2100 x 1800	75S					107		2984
2100 x 2100	75S					95		3169
2400 x 600	75S	200	320	2600	200	188	1200	2643
2400 x 900	75S					176		2952
2400 x 1200	75S					164		3267
2400 x 1500	75S					152		3570
2400 x 1800	75S					140		3845
2400 x 2400	75S					115		4343
3000 x 1200	75S	230	400	3480	230	199	1200	4324
3000 x 1500	75S					188		4688
3000 x 1800	75S					176		5025
3000 x 2400	75S					163		5565
3000 x 3000	75S					130		6223
3600 x 600	75S	300	400	4100	250	231	1200	6386
3600 x 1200	75S					219		5901
3600 x 1500	75S					208		6213
3600 x 1800	75S					196		6581
3600 x 2400	75S					173		7276
3600 x 3000	75S					150		7903
4000 x 900	75S	320	400	4540	270	246	1200	8130
4000 x 1200	75S					232		8572
4000 x 1500	75S					218		8967
4000 x 1800	75S					204		9376
4000 x 2400	75S					175		10072

Culvert Bases



Culvert bases

Span (mm x mm)	Class	Dimensions					Length	Mass
		A (mm)	B (mm)	C (mm)	D (mm)	E (mm)	(mm)	(kg/unit)
450	S	650	440	105	90	20	1200	207
600	S	860	550	140	90	25	1200	273
750	S	1020	725	148	95	20	1200	342
900	S/SAR	1250	875	188	120	20	1200	515
1200	S/SAR	1600	1180	210	140	20	1200	761
1500	S/SAR	1950	1475	238	160	25	1200	1072
1800	S/SAR	2300	1775	263	160	25	1200	1458
2000	S/SAR	2500	1990	255	200	25	1200	1689
2100	S	2490	1990	250	160	25	1200	1377
2400	S/SAR	2900	2380	260	210	25	1200	2054
2500	S	2950	2380	285	170	25	1200	1723
	SAR	3050	2380	335	270	25	1250	2826
3000	S	3510	3005	253	160	25	1200	2280
	SAR	3630	3005	313	310	25	1250	3641
3600	S	4150	3565	278	200	25	1200	2826

SAR bases only available for 0 – 5m fill conditions

Dimensions and thus the mass of the bases are subject to change without notice.

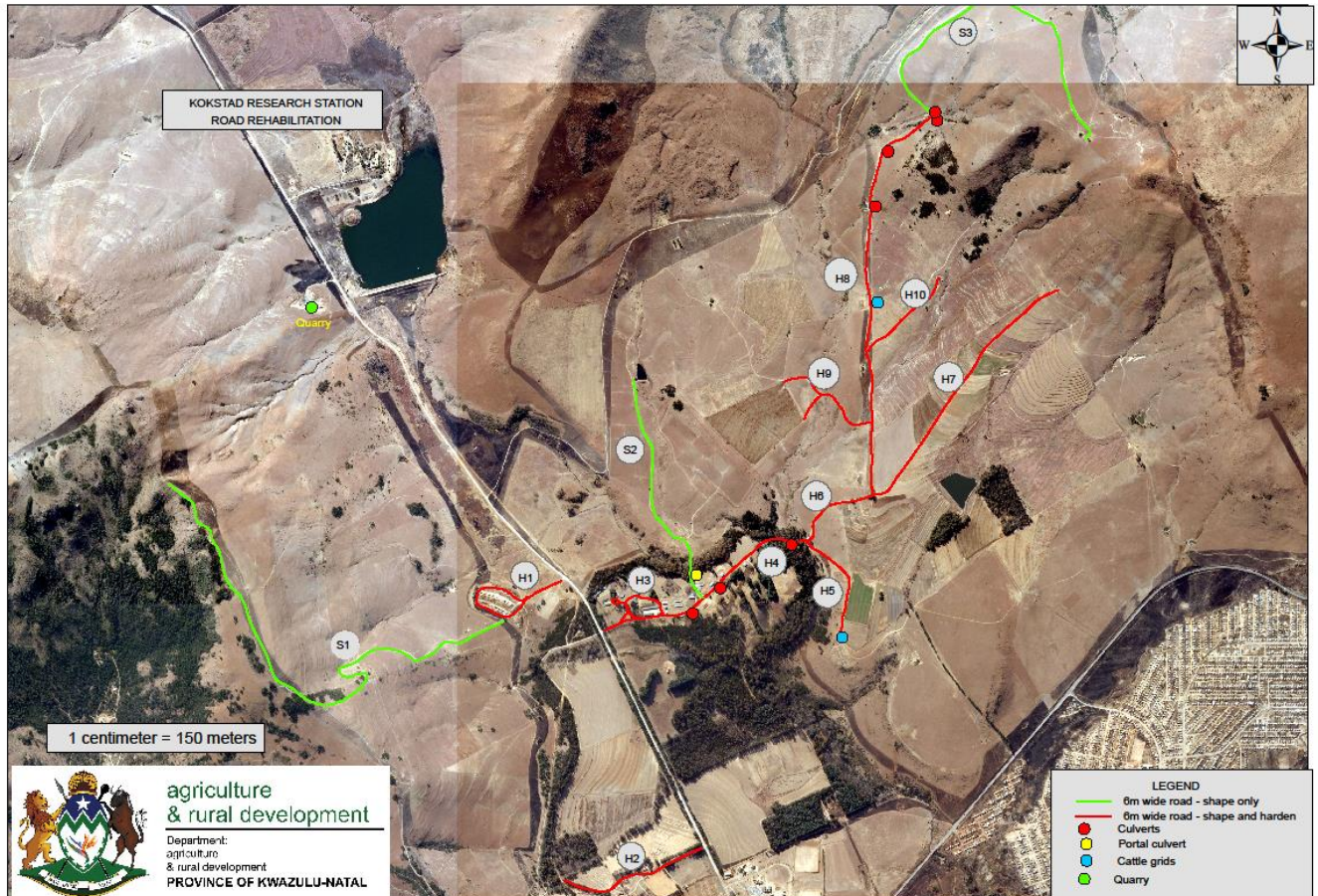
For details of culverts from any particular factory, please contact our sales office.

All dimensions in mm.

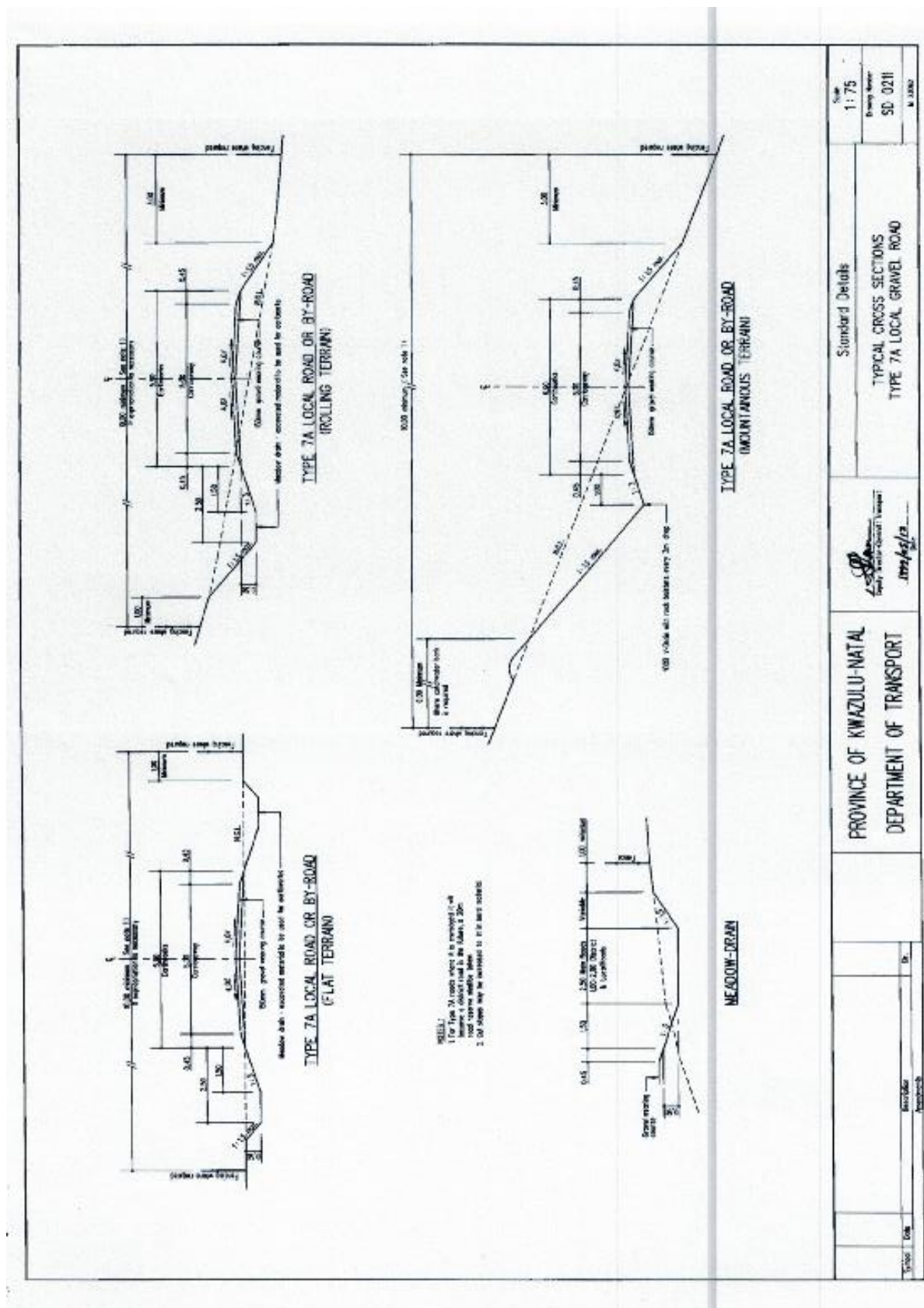
OTHER ATTACHED DOCUMENTS/ DESIGNS:

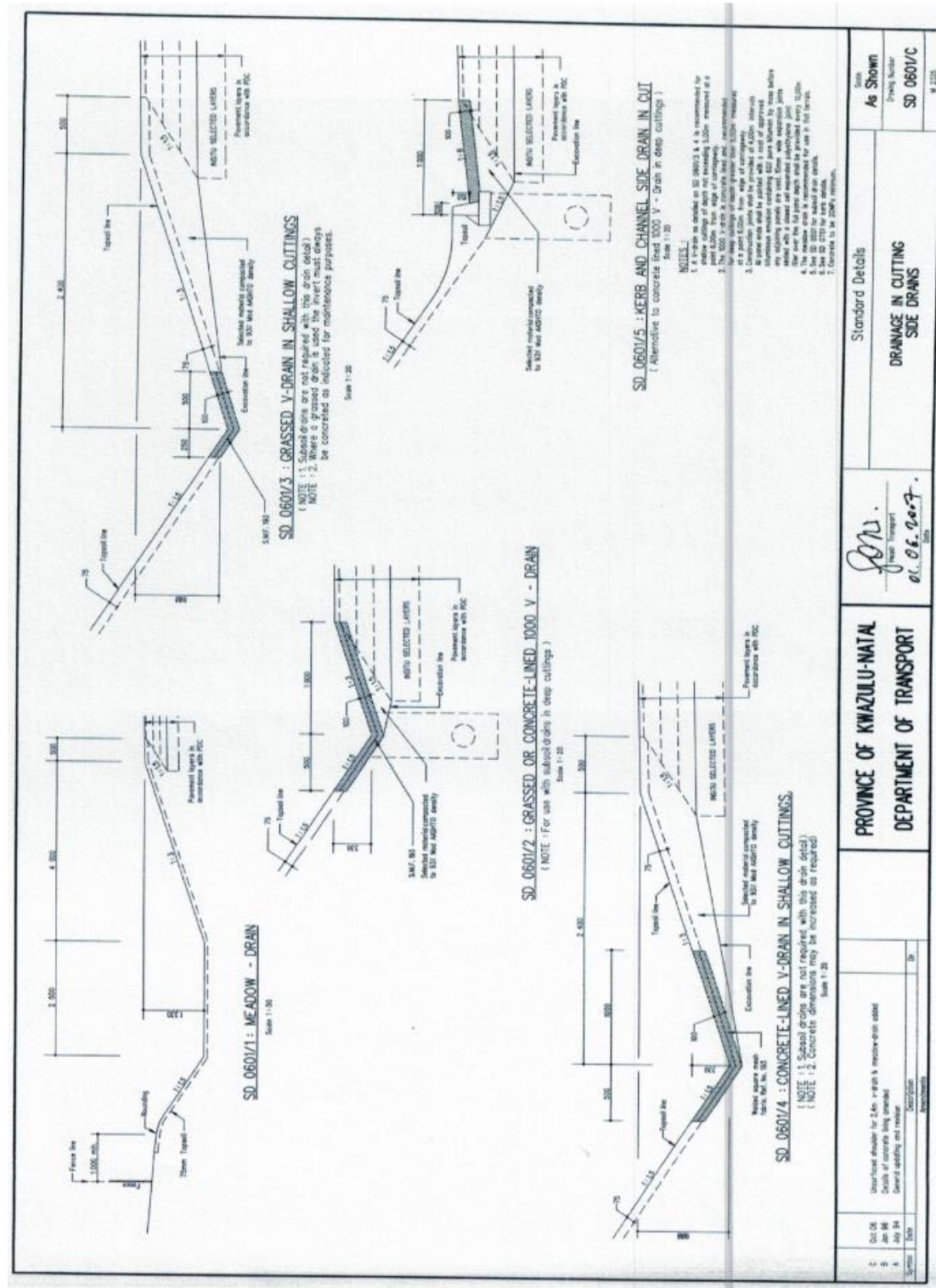
- 1. LOCALITY MAP**
- 2. TYPICAL CROSS SECTION OF GRAVEL ROAD**
- 3. DRAINAGE AND CUTTING SIDE DRAINS**
- 4. PIPE CULVERT HEADWALL**
- 5. CATTLE GRID PHOTOS/ DESIGNS**
- 6. W-BEAM GALVINIZED STEEL GUARDRAIL INSTALLATION**

1. LOCALITY MAP

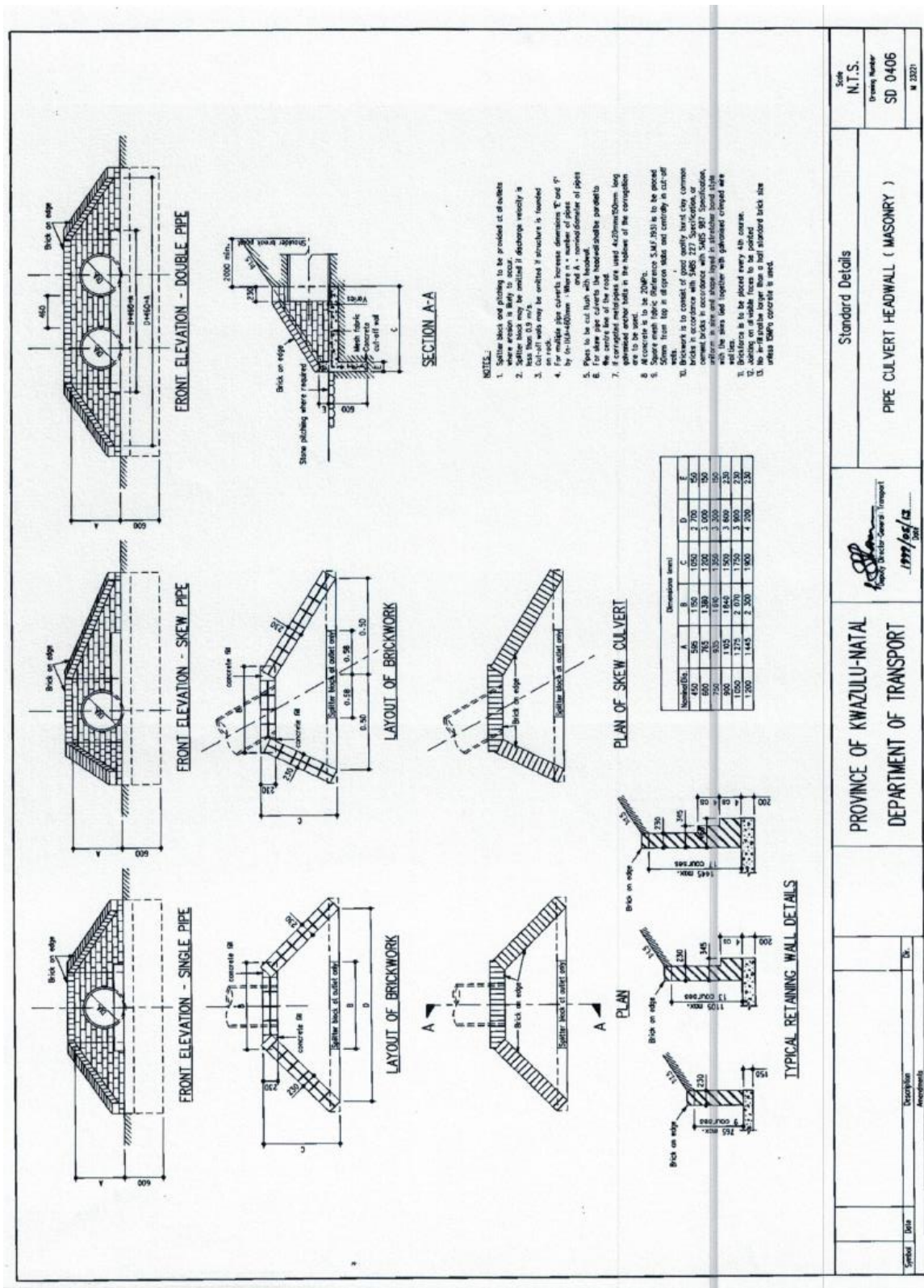


2. TYPICAL CROSS SECTION OF GRAVEL ROAD

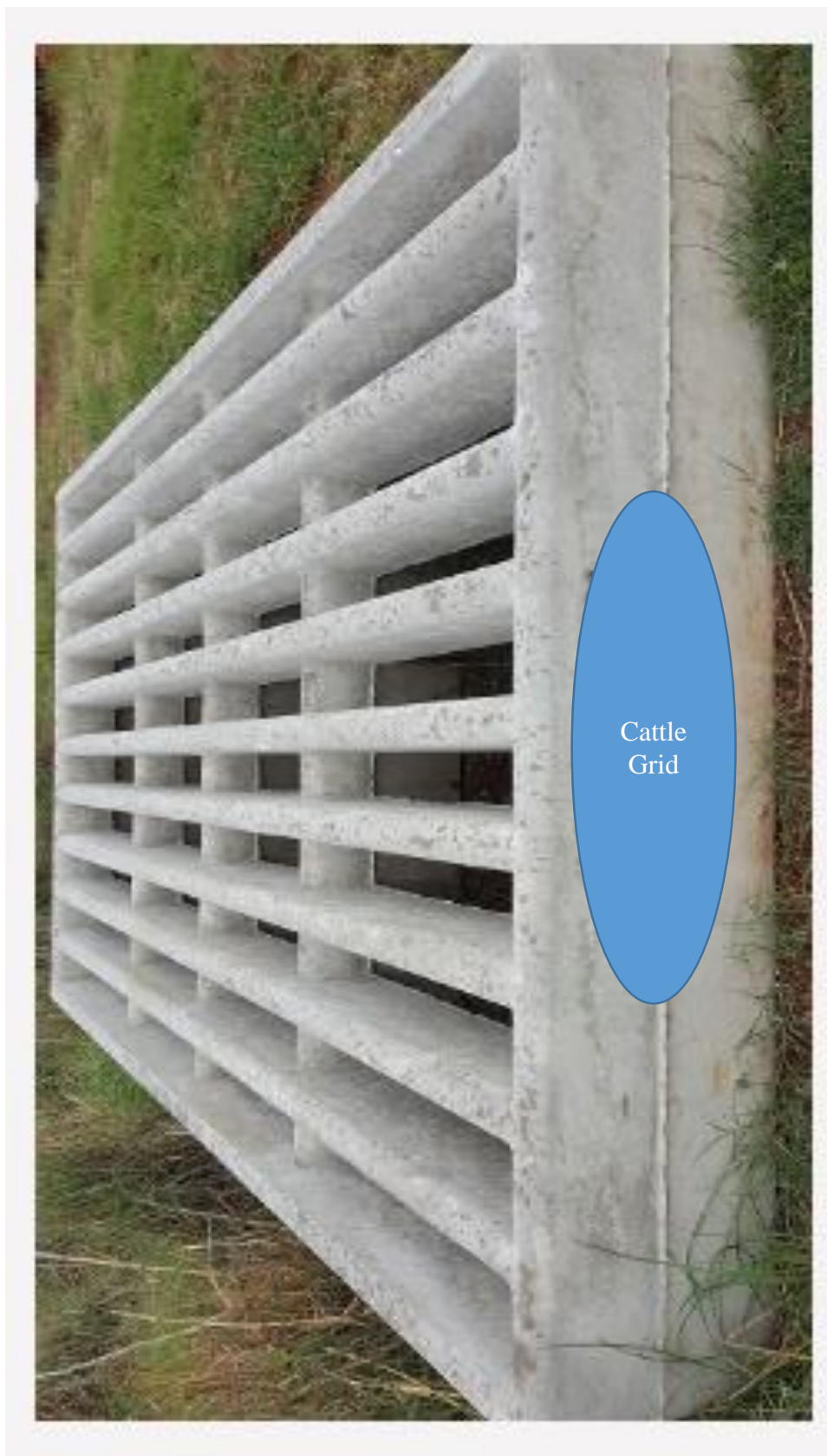


DARD05/2022:[illegible]

4. PIPE CULVERT HEADWALLS

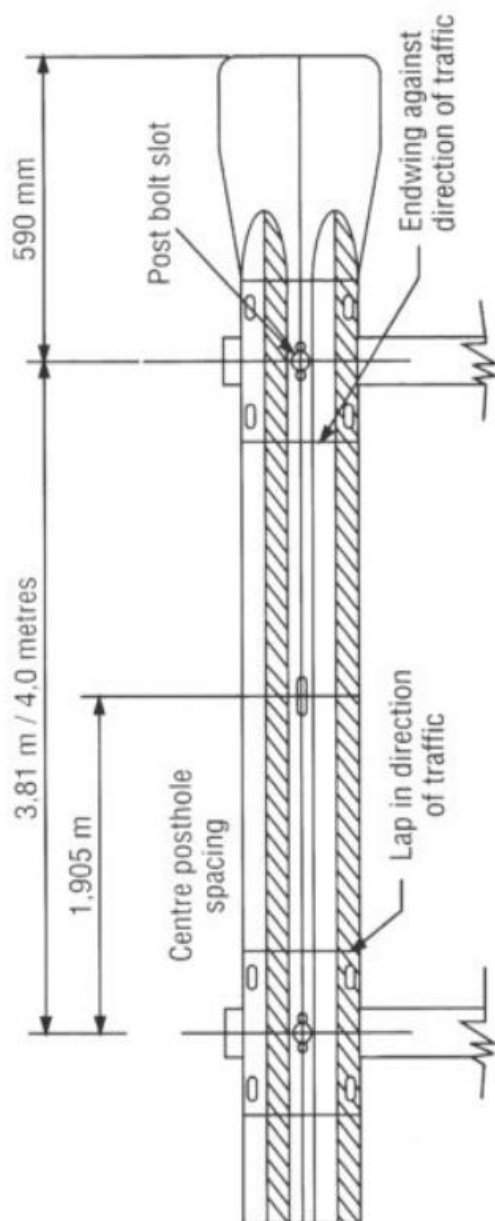


5. CATTLE GRID PHOTOS/ DESIGNS



6. W-BEAM GALV. STEEL GUARDRAIL DIAGRAM:

W-Beam, galvanized steel guardrail



W-beam steel guardrails must be manufactured to SANS 1350

Galvanized to SANS121/ISO1461. Guardrails must be installed as per manufacture's guidelines.

Guardrail Posts

- Standard timber posts 1800mm long x 150-175mm diameter.
- Domed and beveled tops available.
- Pre-drilled for ease of installation.
- Creosoted to preserve timber.
- Timber posts conform to SANS 457.

PART D
BID DISQUALIFYING FACTORS

All bids received shall be evaluated on the following phases of evaluation:

- (i) Stage one: Pre-qualification Criteria
- (ii) Stage two: Local Content
- (iii) Stage three: Administrative Compliance
- (iv) Stage four: Functionality Criteria
- (v) Stage five: Price and BBEE

1. Only bids that who meet both of the following **Prequalification Criteria shall be considered:**

- (i) BBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) An EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);
- (iii) CIDB grading 4CE

2. Compulsory administrative compliance requirements that must be submitted with the bid:

2.1 Bids must meet the **Special Terms and Conditions** in all aspects as stipulated in the bid document.

2.2 Annexure A (Bidders past experience) must be completed and signed by the bidder.

2.3 A certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorising 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, where applicable, as per SBD 11

2.4 Dully completed and valid Section J/ SBD 10 as confirmation of attendance of compulsory briefing session

3. Correctness of information as per SBD 3:

- 3.2.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- 3.2.2 Use of correction fluid is prohibited.
- 3.2.3 Any alterations must be initialed.
- 3.2.4 Under no circumstances may bid forms be retyped or redrafted.
- 3.2.5 Central Suppliers Database registration number

4. Functionality

- 2.1 Relevant experience
- 2.2 Resources and Financials
- 2.3 Access to All Machinery / Required Machinery
- 2.4 Locality

5. Price and BBBEE

Bidder/s who had attained the minimum passing score of seventy (70) points will be evaluated further on Price and BBBEE. The bidder who scores the highest points may be awarded the contract as prescribed by the PPPFA.

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.**

Failure to comply with this requirement shall invalidate the bid submitted.

6. FUNCTIONALITY EVALUATION

6.1 The bid documents shall be evaluated individually on score sheets, by a representative evaluation panel, according to the below mentioned evaluation criteria.

6.2 All service providers who score less than minimum functionality score of 80 points shall be eliminated from further evaluation

6.3 The evaluation criteria are as in Table 1 below.

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence
Experience	Bidders Experience in Civil Engineering construction A maximum of Six (6) reference Each completion certificate will be allocated 5 points to maximum of 30 points.	30	Completion certificates (not orders) in support of Experience with road construction and similar projects In support of Annexure A
Financial Capacity	Credit Facility Minimum of R750 000 = 20 points	20	Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument (e.g. Letter of intent)
Access to All Machinery / Required Machinery	TLB Excavator Trpper Truck. (Min of 6m3) Grader Roller	30	Letter of commitment from fleet company Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)
Locality	Proof of Physical address Office of Bidder outside borders of KZN = 05 pts Office of Bidder within borders of KZN = 10 pts Office of Bidder within borders of Harry Gwala District = 20 pts	20	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address
	TOTAL	100	
	<i>Minimum Functionality Threshold:</i>	<i>70</i>	

Previous Experience (Annexure A)

Please list previous experience. Documents and/or an extended list may be attached for further details.

	Client Name	Nature of Work/Service	Contract Value (R'000)	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Signed on behalf of bidder:

Date: