



North West Parks & Tourism Board

North West Province
Republic of South Africa

Stand 3031, Heritage House, Cooke's Lake (Off Lichtenberg Road) Mahikeng, 2735
Telephone: (018) 397 1500 Email: jselebogo@nwptb.co.za
Website: www.tourismnorthwest.co.za



OFFICE OF SUPPLY CHAIN MANAGEMENT

TENDER NO: NWPTB/WOLSTAFFACCOM/005-2024

TENDER DOCUMENT

FOR

ERECTION OF STAFF ACCOMODATION AT WOLWESPRUIT NATURE RESERVE

CLOSING DATE: MONDAY, 24th JUNE 2024
CLOSING TIME: 11:00 A.M

ISSUED BY:
NORTH WEST PARKS AND TOURISM BOARD
PRIVATE BAG X35
MMABATHO
2735

TEL: (018) 397 1500

NAME OF SERVICE PROVIDER:

.....

ADDRESS

.....

.....

TELEPHONE NUMBERS :.....

FAX NUMBER :.....

EMAIL ADDRESS :.....

TENDER INVITATION

NORTH WEST TOURISM PARKS AND TOURISM BOARD

ERECTION OF STAFF ACCOMODATION AT WOLWESPRUIT NATURE RESERVE:

SCOPE OF WORKS: Erection of Staff Accommodation at Wolwespruit Nature Reserve

**EVALUATION
CRITERIA:**

Bids will be evaluated in terms of the **80/20** preference point system as prescribed in the Preferential Points Claim Form in terms of the Preferential Procurement Regulation 2022. Bids will also be evaluated on functionality; as stipulated in the bid document; as well as submission of all compliance documentation required; duly completed and signed bid document, pricing and experience.

DOCUMENTS:

Documents will be available from **Monday, 03rd June 2024**, on Government E-tender Portal and from Supply Management Offices between 08h00am to 16h00, Stand 3031, Heritage House, Cooke's Lake Mafikeng

TENDER DEPOSIT : A non-refundable deposit of R200-00 (Cash /EFT Transfer) is payable for this document

BRIEFING SESSION: A COMPULSORY BREFING SESSION WILL BE HELD ON TUESDAY, 11th JUNE 2024 at Wolwespruit Nature Reserve Staff Accommodation, Farm 89, Klipspruit Road, P.O.Box 237, Leeudoringstad, 2640, at 11h 00am.

BID CLOSING: **Monday, 24th June 2024 at 11h00am.**
Bid documents to be deposited in the Bid Box situated at Stand 3031, Heritage House, Cooke's Lake Reception Area on or before closing date and time.

Procurement Related queries may be directed to the Chief Buyer Mr. Job Selebogo, on jselebogo@nwptb.co.za

(North West Tourism Parks and Tourism Board supports the principle of Broad Based Black Economic Empowerment and same will be a consideration in tender adjudication. North West Tourism Parks and Tourism Board does not bind itself to accept the lowest or any tender and does not accept responsibility for any costs incurred by a third party in the development/preparation of the tender proposal)

NWPTB/WOLSTAFFACCOM/005-2024

Postal Address: Private Bag x35 Mmabatho 2735, North West Province, South Africa
Street Address: Stand 4142 Nelson Mandela Drive, MAFIKENG, 2735
Telephone : (018) 397-1500 Fax : (018) 397-1649
Email Address: jselebogo@nwptb.co.za Web Site : www.tourismnorthwest.co.za

Enquiries: Chief Buyer
Tel: (018) 397 1500
FAX: N/A
Email: jselebogo@nwptb.co.za

TENDER RULES

BID NUMBER: NWPTB/WOLSTAFFACCOM/005-2024

1. You are hereby invited to submit a bid quotation for the Erection of Staff Accommodation at Wolwespruit Nature Reserve
2. The conditions contained in the General Conditions of Contract (GCC) attached and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
3. The work procedure the service provider proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract
4. All the documents accompanying this invitation to bid, must be deposited in the bid box, in a sealed envelope clearly marked with the description of this bid, before the closing date and time. The bid box is situated at the reception of Stand 3031, Heritage House, Cooke's Lake, and Mafikeng.
5. No telegraphic, electronic or facsimile bids will be considered
6. The North West Parks and Tourism Board is committed to the principle of Broad Based Black Economic Empowerment and same is a consideration in tender adjudication.
7. The North West Parks and Tourism Board reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
8. For further information, please contact the following:
Chief Buyer
Mr Job Selebogo
Tel: (018) 397 1500
Email: jselebogo@nwptb.co.za
Acting Senior Manager Infrastructure
Mr Ghalied Davids
Tel: (018) 397 1500
Email: gdavids@nwptb.co.za
9. Conditions to Bid

The bid is issued under the condition that the bidder should at any stage during planning, production or execution or on completion of the bid be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the NORTH WEST PARKS AND TOURISM BOARD. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests, and analysis free of charge unless otherwise specified. The bidder also agrees that its financial standing may be examined as part of the inspection.

All the relevant forms attached to this bid document must be completed and signed in **black ink** where applicable by a duly authorized official.

10. Please ensure that the following documents are attached:

- ♦ Original completed and signed where applicable Bid Documents;
- ♦ A form of offer must be completed and signed
- ♦ Central Supplier Database registration summary report
- ♦ A Valid Tax Clearance Certificate or Tax Status Pin on SARS Letterhead
- ♦ A valid BBBEE certificate or Sworn Affidavit
- ♦ A copy of Director / s ID Document /members of the company
- ♦ A copy of Company Registration Certificate (s) from Registrar of Companies (all Joint Venture members ,where applicable)
- ♦ In case of Joint Venture ,an original Valid Tax Clearance Certificate of all partners / a valid SARS Pin should be submitted as well as signed Joint Venture Agreement ; by both parties
- ♦ Company Profile and signed contactable reference letters reflecting contracts of similar nature
- ♦ Proof of minimum CIDB grading of 3GB Or Higher
- ♦ A minimum 25% bank guarantee letter of the total cost of the project
- ♦ Non -Attendance of compulsory briefing session
- ♦ Documents must be submitted in a clearly marked sealed envelope

Should all the documents stated in item 10 above not be attached and Non – Attendance of compulsory briefing Session, your submission will be declared invalid.

11. All tenderers should confirm tender validity for a period of 90 calendar days from date tender closure

12. The NORTH WEST PARKS AND TOURISM BOARD accepts no responsibility for any costs incurred by a third party participating in the bidding process

13. EVALUATION CRITERIA TO BE USED

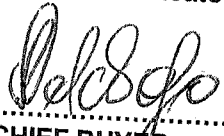
First level of evaluation: Compliance

Second Level of evaluation: Functionality

Third level of evaluation:

80/20 point system, where:

- 80 points are for Price
- 20 points are for Specific Goals i.e. Race /Gender ,Youth , Disability and BBBEE Certificate


.....
CHIEF BUYER

30th MAY 2024

.....
DATE:

INSTRUCTION TO THE BIDDER

CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING INFORMATION OR FORMS HAVE BEEN DULY COMPLETED AND SIGNED. TENDER'S MUST ENSURE THAT DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT.

1.	Authority to Sign the Bid	Yes		No	
2.	A valid Tax Clearance Certificate Is the valid Tax Clearance Certificate or SARS Pin attached?	Yes		No	
3.	SBD 1 Part A Invitation to Bid Is the form completed and signed?	Yes		No	
4.	SBD 3.1 Pricing Schedule – Firm Prices (Purchases) Is the form completed and signed	Yes		No	
5.	SBD 4 (Declaration of interest) Is the form duly completed and signed?	Yes		No	
6.	SBD 6.1 (Preference Points claim form for in terms of the Preferential Procurement Regulation 2022) Is the form duly completed and signed? Is your valid B-BBEE Certificate /Sworn Affidavit copy attached?	Yes		No	
7.	Special Conditions of Contract Is the form duly completed and signed?	Yes		No	
8.	Specification for the Construction of Staff Accommodation at Wolwespruit Nature Reserve Is the form completed and signed?				
9.	Terms of Reference for a the Construction of Staff Accommodation at Wolwespruit Nature Reserve Are the terms of reference completed and signed?				
10.	Form of Offer Is the form of offer completed and signed?				
11.	CSD (Central Supplier Database) report Is your CSD report attached?	Yes		No	
12.	BBBEE Certificate / Sworn Affidavit: Is your BBBEE Certificate / Sworn Affidavit attached?	Yes		No	
13.	Company Profile and signed contactable reference letters reflecting experience for contracts of similar nature Is your Company Profile and signed contactable reference letters reflecting experience for contracts of similar nature attached?	Yes		No	
14.	Proof a minimum CIDB grading 3 GB Or Higher Is Proof a minimum CIDB level of grading 3 GB or Higher attached?	Yes		No	
15.	Id Copy of a Director /s of the Company Is ID Copy of a Director /s of the Company attached?	Yes		No	
16.	Copy of Company Registration Certificate Is the Copy of Company Registration Certificate Attached?	Copy			
17.	In case of a Joint Venture , an original Valid Tax clearance certificate of all partners /a valid SARS Pin should be submitted as well as signed Joint Venture agreement by both parties Is a Joint Venture, an original Valid Tax clearance certificate of all partners /a valid SARS Pin should be submitted as well as signed Joint Venture Agreement by both parties is it attached?				
18.	A minimum 25% of Bank guarantee letter of the total cost of the project Is a minimum of 25% Bank guarantee letter of the total cost of the project attached?				
19.	Compulsory Briefing Session Form Is the compulsory briefing session form completed, stamped and signed?				
AUTHORISED SIGNATURE		NAME (PRINT)			
CAPACITY		DATE			
COMPANY NAME					

ANNEXURE A

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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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 subsidised 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 or components, a commercially recognised 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 specific site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained;
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA;
- 1.12 "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes;

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- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition;
- 1.14 "GCC" means 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 the service;
- 1.20 "Project Site" where applicable, means the place indicated in the bidding documents;
- 1.21 "Purchaser" means the organisation 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 this contract;
- 1.25 "Written" or "in writing" means handwritten in black 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 laid down to cover specific supplies, services or works;

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

5.3 of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser;

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

6. Patent Rights

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

7. Performance Security

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

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

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

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

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specific in the 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 NWPTB or an organisation acting on behalf of NWPTB;

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 costs 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 supplier's costs 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 the account of a breach of the conditions thereof, or to act in terms of clause 23 of the GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare Parts

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

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

15. Warranty

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

16. Payment

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

17. Prices

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

case may be;

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

- 22.2 (2. 2%) of the value of the total value of the Project will be kept back for retention

22.3 In terms of exceeding construction time, the Board has the right to impose penalties accordingl

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, NWPTB is not liable for any amount so required or imposed, or for the amount of any such increase. When, after 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 NWPTB or the NWPTB 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 another amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual

consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party;

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

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

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

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

(b) the purchaser shall pay the supplier any monies due to the supplier

28. Limitation of liability

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

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

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

(c) to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

33. National Industrial Participation (NIP) Programme

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

I, THE UNDERSIGNED (NAME).....

I ACCEPT THAT THE GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF THE CONTRACT AS STIPULATED IN THE DOCUMENT.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART A **INVITATION TO BID**

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NWPTB/WOLSTAFFACCOM/005-2024		CLOSING DATE:	24th June 2024	CLOSING TIME: 11h00am
DESCRIPTION	ERECTION OF STAFF ACCOMMODATION AT WOLWESPRUIT NATURE RESERVE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Stand 3031, Heritage House					
Cooke's Lake Reception Area					
Mafikeng					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Job Selebogo		CONTACT PERSON	Mr Ghalied Davids	
TELEPHONE NUMBER	(018) 397 1500		TELEPHONE NUMBER	(018) 397 1500	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	jselebogo@nwptb.co.za		E-MAIL ADDRESS	gdauids@nwptb.co.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING SBD 1

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, 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:

.....

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....Bid number...NWPTB/WOLSTAFFACC/005-2024

Closing Time 11:00 A.M

Closing date: Monday, 24th June 2024

OFFER TO BE VALID FOR...90...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: **NORTH WEST PARKS AND TOURISM BOARD**
 - 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 (kindly circle what is applicable)

- 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

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 institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

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.

.....
Date

..... Signature

.....
Name of bidder

..... Position

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

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

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

1. GENERAL CONDITIONS

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

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

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

- 1.3 Points for this tender shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Breakdown of Specific Goals

Category 1: Score out of 5 Points		Category 2: Score out of 5 Points		Category 3: Score out of 5 Points		Category 4: Score out of 5 Points		TOTAL	
<u>RACE:</u>	<u>Points</u>	<u>Youth</u>	<u>Points</u>	<u>Disabled</u>	<u>Points</u>	<u>BBBEE</u>	<u>Points</u>		
Black Female	5	Black Youth	5	Black	5	Level 1	5		
White Female	3,75	White Youth	3.34	White	3.34	Level 2	4		
Black Male	2,5	Older than 35 years	1,67	Not Disabled	1.67	Level3	3		
White Male	1,25					Level 4	2		
						Level 5	1		
						Other	0		
TOTAL	5		5		5		5		20

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

The specific goals allocated points in terms of this tender	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (80/20 system) (To be completed by the organ of state)
Race / Gender		
Youth		
Disability		
BBBEE		
Total		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

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 BY THE SERVICE PROVIDER)

1. I hereby undertake to supply all or any of the goods and /or works described in the attached bidding documents NORTH WEST PARKS AND TOURISM BOARD in accordance with the requirements and specifications stipulated in the document at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to Bid
- Tax clearance certificate
- Technical Specifications (s)
- Pricing schedule(s);
- Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
- Status Level of Contribution in terms of Preferential Procurement Regulations 2011 ;
- Form of Offer ;
- Declaration of interest;
- Declaration of bidders past SCM practices
- Certificate of Independent Bid Determination
- Special conditions of the contract

(ii) General Conditions of Contract; and

(ii) 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 the rate(s) cover all my obligations and I accept any mistakes regarding the 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 fulfilment 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. That my bid is and will remain valid for a period of 90 calendar days from the date of close of tender;

i. 6. Penalties will be applicable and payable as per security requirements schedule;

ii. 7. I confirm that I am duly authorised to sign this contract.

iii.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

COMMISSIONER OF OATHS
NAME (PRINT).....
.....
DESIGNATION.....
DATE
OFFICIAL STAMP

**CONTRACT FORM – RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as

accept your bid under datedfor the rendering of services as indicated hereunder and/or further specified in annexure(s).

2. An official order indicating service 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 a delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY PERIOD	BBBEE 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.....

COMMISSIONER OF OATHS
NAME (PRINT).....
.....
DESIGNATION.....
DATE

BACKGROUND

North West Parks and Tourism Board (NWPTB) was established as a Government Supported Institution pursuant to the North West Parks and Tourism Board Act **no. 2 of 2022**. The Board manages assets which include an estate of parks, Hospitality Training, Marketing Destination and Tourism.

The primary purpose of the establishment is to facilitate sustainable responsible tourism development and conservation area management. The underlying thrust behind the creation of a single GSI combining tourism marketing & development on one hand, and protected areas management on the other, was refocusing of aspects of the conservation function in order to create synergies between tourism promotion and conservation, in the interest of job creation and economic development. Hospitality training is the 3rd core mandate added to NWPTB.

The Hotel Schools Division can be regarded as a pro –active role player, developing the skills base of the human capital of the North West Province to ensure sustainable economic and social growth

The North West Parks and Tourism Board has a staff compliment of six hundred employees.

1. PURPOSE

To appoint a Service Provider for the Erection of Staff Accommodation at Wolwespruit Nature Reserve

- Proof of previous experience in similar services must be supplied to the North West Parks and Tourism Board
- All work must be done with reference to the specifications.

2. LEGAL FRAMEWORK

The following legislative framework informs these criteria:

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The other Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail

4. SCOPE OF WORKS

The North West Parks and Tourism Board requires the services of suitably qualified service providers, to bid for the Erection of Staff Accommodation at Wolwespruit Nature Reserve

SPECIFICATIONS

STAFF ACCOMMODATION – WOLWESPRUIT NATURE RESERVE (IT IS A MODULAR BUILDING)

1. Construction of modular homes for staff accommodation
2. Modular homes are constructed through assembling of prefabricated panels. Various designs are available, and a three-bedroom modular house with lounge, bathroom, kitchen and small porch, covering an area of 13m x 8,2m has been selected as suitable for staff in Wolwespruit.
3. These units are installed on a minimum of a 100mm concrete base with no foundations, or a steel chassis of 90mm roll formed light weight galvanized lipped channel base frame laid onto a flat sub surface. (No brick and Mortar)
4. Panels consists of two pre-stressed skins permanently bonded to fire retardant Polystyrene (EPS), Polyurethane (PU) or Rock-wool (R/W) in press by using an adhesive. The finishing is a frost white chromodeck and these panels usually 1170mm wide with a thickness ranging from 40mm to 300mm. These panels have a lifespan of 30 years before it needs to be repainted
5. The doors are of robust construction and durable with the same insulation and cladding as the panels

FUNCTIONALITY (100) POINTS

A maximum of 100 points may be awarded for the proven extent of the bidders for functionality. In order for a tender to be considered the tenderer must be able to demonstrate his ability with regards to the following and points will be awarded as follows: proof to be provided

	TECHNICAL EVALUATION CRITERIA AND WEIGHING	
1	Company Experience=30 (Completed projects within the last ten (10) years) Submission of Company Profile reflecting contracts of similar nature (i.e. if no profile submitted no points will be awarded)	Total Points allocated=30
2.	Proof of a minimum CIDB Grading 3GB Or Higher =20 points (Submission of CIDB Grading documents of the company or business (i.e. if no CIDB documents will be submitted no points will be awarded)	Total Points allocated=20
3.	Experience =30 points Experience of Project Manager =10 points (One point per year of experience) Experience of Site Supervisor =20 points (Two points per year of experience) N.B Academic qualifications, Skills and experience to be attached)	Total Points allocated = 30
4.	SIGNED CONTACTABLE REFERENCE LETTERS OF CONTRACTS OF SIMILAR NATURE : 1 letter = 4 2 letters =8 3 letters =12 4 letters =16 5 letters =20 Signed reference letters of contracts of similar nature to also state the number of years in the bidding company was contracted for in the reference letters	Total Points allocated = 20

Non –Submission of relevant documentation, the bidder will score Zero (0) on Functionality Points
N.B Subject to site in Loco inspection loco by Bid Evaluation Committee before the appointed bidders starts the project

Minimum Threshold for functionality

A bidder that scores less than 80 points in respect of **functionality** will be regarded as submitting non – responsive proposal and will be disqualified. **A bidder who scored the minimum threshold of 80 points or above will advance to the next stage phase of the evaluation on the 80/20 preference point system, Where price = 80 and 20 is for Specific goals i.e. Race / Gender, Youth, Disability and BBBEE Certificate**

(B-BBEE Level of Contribution)

- 1) Only a bidder who has completed and signed the declaration part of the preference points claim form, and submit the BBBEE certificate , a Central Supplier Registration Summary Report.
Before a bid is adjudicated or any time, it may be required from a bidder to substantiate claims it has made with regard to preference
- 2) Points scored will be rounded off to the nearest 2 decimals. In the event that the two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specific goals.
- 3) The NORTH WEST PARKS AND TOURISM BOARD RESERVES THE RIGHT TO :
 - Request further information from any bidder after the scoring date ;
 - Verify that bidder(s) have at their disposal the necessary infrastructure, equipment and tools to execute the contract to the satisfaction of the NORTH WEST PARKS AND TOURISM BOARD prior to the awarding of the contract.
 - Inspect the operation or any part thereof during the evaluation phase of the bid
- 4) All proposals will be treated strictly confidential

CONFIRMATION OF ADHERANCE TO COMPULSORY BRIEFING SESSION

NWPTB

CONTACT PERSON

CONTACT NUMBER

PHYSICAL ADDRESS

It is hereby confirmed that _____ (name of company) followed the
Request For Quotation requirement of a compulsory site inspection to the relevant buildings/site

on _____ (date).

Tendered:

Date:

Affix NWPTB stamp

.....
NWPTB OFFICIAL

FORM OF OFFER

Short Description of Service:

ERECTION OF STAFF ACCOMODATION AT WOLWESPRUIT NATURE RESERVE

Having examined the attached documents and Specifications of the above named service, I/we offer to provide all services as set out in the specifications, save as amended by the Alterations by Tenderer (if any), for the sum of

R.....(amount in numbers/figures)

Amount in words

..... or such other sum as may be ascertained in accordance with the terms of the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Services, I/we agree to their being corrected by you.

I/we undertake to deliver all of the services as laid out in the Schedule of Services within a specified period. If my/our tender is accepted, I/we will, when required sign a delivery contract with the NORTH WEST PARKS AND TOURISM BOARD.

Unless and until a formal agreement is prepared and executed, this tender together with the written acceptance thereof by yourselves, shall constitute a binding contract between us.

I/we understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,

Signature (duly authorized to sign) :

on behalf of (Company name) :

Address :

.....

.....

Telephone number :

Date :

INDEMNITY

I (FULL NAME)

(IDENTIFICATION NUMBER)

(ADDRESS)

HEREBY DECLARE THAT:

I shall not hold the North West Parks and Tourism Board (NWPTB) responsible for any damage I may suffer as a result of any bodily injuries/illness whether fatal or otherwise, nor shall I hold the NWPTB responsible for any damage I may suffer arising from the loss or damage to my property brought into the Park, irrespective of whether such bodily injury/illness, loss or damage arises as a result of fire, theft, flood, or from negligence or intentional act of any person whether or not in the employ of the NWPTB, or caused by an animal in the Park. This indemnity is valid for the duration of my stay on the Park irrespective of the number of days I need and entries I have to make to complete my work/contract in the Park.

Signature

Date

Witness 1

Witness 2

North West Parks and Tourism Board supports the principle of Broad Based Black Economic Empowerment and same will be a consideration in tender adjudication. North West Parks and Tourism Board does not bind itself to accept the lowest or any tender. And does not accept responsibility for any costs incurred by a third party in the development/preparation of the tender proposal)

PLEASE NOTE TENDERS SUBMITTED BY ELECTRONIC, FAX OR POSTAL SERVICE WILL NOT BE CONSIDERED. LATE SUBMISSIONS WILL NOT BE ACCEPTED FOR EVALUATION

SUMMARY

Bill No.	Name	Amount
A1	Clearing and Grubbing	
B1	Earth Works	
C1	Concrete Works	
D1	Foundation & Filling	
E1	Erecting of Modular Houses	
Grand Total (Incl. VAT)		

Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A1	<u>CLEARING AND GRUBBING</u>				
A1.01	Clearing and Grubbing				
A1.02	Removal and grubbing of large trees and tree stumps:				
	(a) Grith exceeding 1m up to and including 2m	m ²	1000		
	(b) Grith exceeding 2m up to and including 3m				
	(c) Grith exceeding 3m up to and including 4m				
	(b) Grith exceeding 4m up to and including 5m				
	(b) Grith exceeding 5m up to and including 6m				
A1.03	Reclearing of surfaces (on the written instructions of the Engineer only) Provisional amount	m ²			
A1.04	Clearing and grubbing densely wooded areas (not plantations)	Item			
			Total		
			VAT at 15%		

AMOUNT CARRIED FORWARD

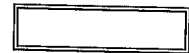
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1	EARTH WORKS				
B1.01	Setting out and all pegs as well as all measuring of trenches	sum	3		
B1.02	EXCAVATIONS, FILLING, ETC				
	Excavation in earth not exceeding 2m deep				
	Excavation of trenches for foundation (15m Long x 10,2 Wide x 0,15m Deep)	m ³	69		
B1.03	Carting Away of Excavated Material				
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the buildings				
	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor	m ³			
	Keeping excavations free of all water	Item			
B1.04	SOIL POISONING				
	Spray ant, insect and weed poison under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m ²	459		
			Total		
			VAT at 15%		
			AMOUNT CARRIED FORWARD		

VAT at 15%

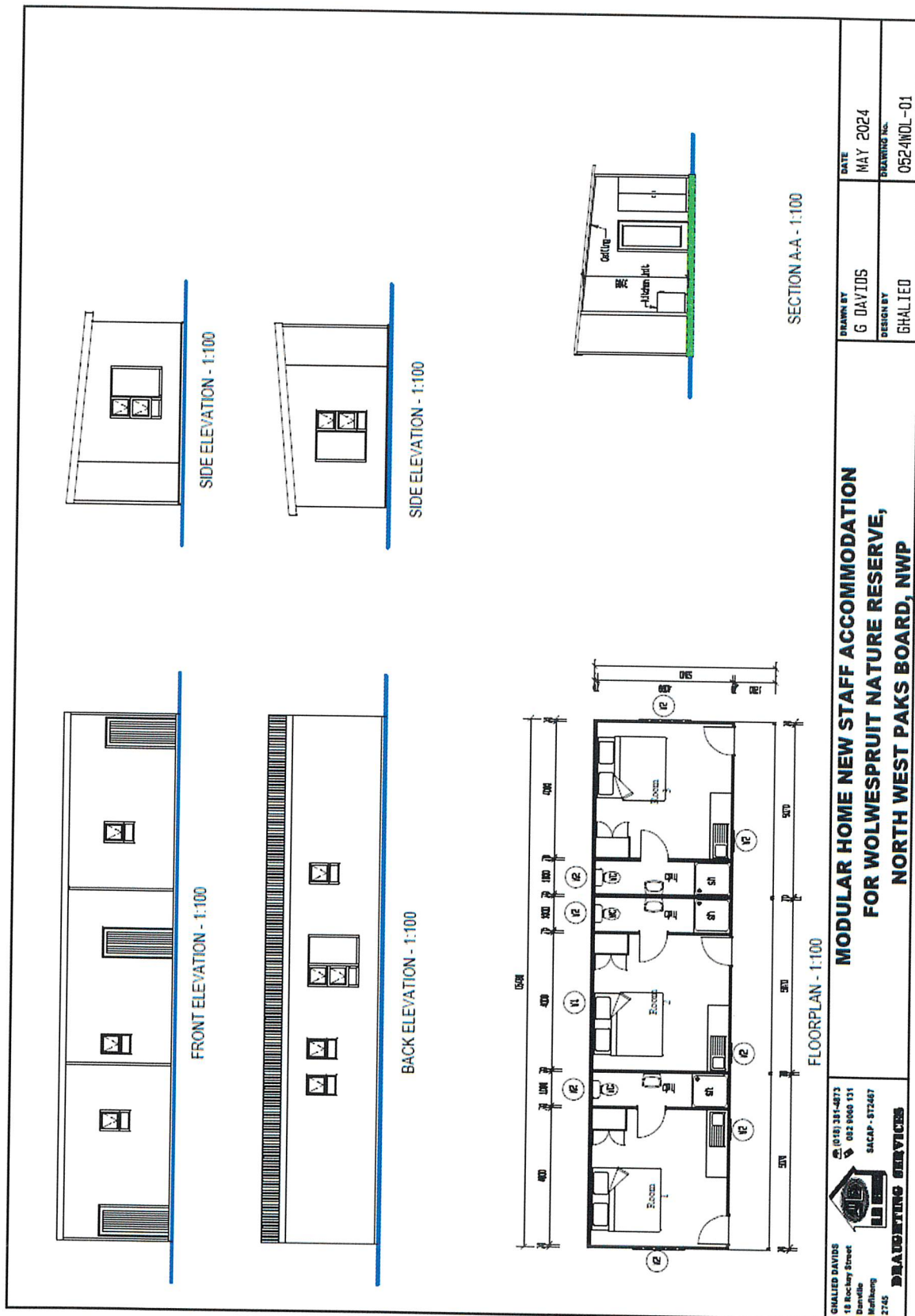
AMOUNT CARRIED FORWARD

Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
D1	SUBSTRUCTURE				
	<u>Foundation Construction</u>				
D1.01	Supply and Install 375 Micron embossed black polyethylene damp-proof membrane	m ²	170		
D1.02	Compaction of approved hardcore material filling to 94% modified AASHTO density	m ²	379		
			Total		
			VAT at 15%		
			AMOUNT CARRIED FORWARD		

Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
E1	<u>SUPER STRUCTURE</u>				
	<u>ERECTION OF MODULAR HOUSES</u>				
	Modular homes are constructed through assembling of prefabricated panels. Various designs are available, and a three-bedroom modular house, three bathrooms and small porch as per plan provided, covering an area of 15,49m x 5,34m (250m²) has been selected as suitable for staff in Wolvespruit Nature Reserve. To be installed on a 300mm thick concrete base with no foundations. Panels consists of two pre-stressed skins permanently bonded to fire retardant Polystyrene (EPS), Polyurethane (PU) or Rock-wool (R/W) in press by using an adhesive. The finishing is a frost white chromo deck and these panels usually 1170mm wide with a thickness of 75mm. These panels have a lifespan of 30 years before it needs to be repainted. The doors are of robust construction and durable with the same insulation and cladding as the panels. The windows to be Pt912 Steel frame with, 5mm clear glass. The roof covering should be Chromadeck roof sheets with green colour. This should include – assembly, electricity, bath rooms, water and drains.				
	E1.02 3 Bedroom house as per plan provided	m ²	250		
	E1.03 Supply and Install Bulk Supply 25 x 4 Core Electrical Cable	m	680		
E1.03	Supply and Install HDPE Pipes 40mm Class 16 Water Supply Pipe dug in ground n.e 0.7m deep	m	600		
	Supply and Install Electrical Kiosk/Distribution Box with Curcuit Breakers	No	1		
			Total		
			VAT at 15%		
AMOUNT CARRIED FORWARD					



Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
E1	<u>SUPER STRUCTURE</u>				
	<u>ERECTION OF MODULAR HOUSES</u>				
E1.01	Modular homes are constructed through assembling of prefabricated panels. Various designs are available, and a three-bedroom modular house, three bathrooms and small porch as per plan provided, covering an area of 15,49m x 5,34m (250m²) has been selected as suitable for staff in Wolwespruit Nature Reserve. To be installed on a 300mm thick concrete base with no foundations. Panels consists of two pre-stressed skins permanently bonded to fire retardant Polystyrene (EPS), Polyurethane (PU) or Rock-wool (R/W) in press by using an adhesive. The finishing is a frost white chromo deck and these panels usually 1170mm wide with a thickness of 75mm. These panels have a lifespan of 30 years before it needs to be repainted. The doors are of robust construction and durable with the same insulation and cladding as the panels. The windows to be Pt912 Steel frame with, 5mm clear glass. The roof covering should be Chromadeck roof sheets with green colour. This should include – assembly, electricity, bath rooms, water and drains.				
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	Supply and Install Electrical Kiosk/Distribution Box with Curcuit Breakers	No	1		
Total					
VAT at 15%					
AMOUNT CARRIED FORWARD					



CHALED DAVIDS
18 Rocky Street
Danville
Madison
2745

BLAUGHTING SERVICES

☎ (813) 354-4023
📠 802 9000 131
SACAP - 572457

**MODULAR HOME NEW STAFF ACCOMMODATION
FOR WOLWESPRUIT NATURE RESERVE,
NORTH WEST PAKS BOARD, NWP**

DESIGNED BY	CHALED
DRAWN BY	G. DAYIDS
DATE	MAY 2024
DRAWING NO.	0524NDL-01

