



BID NUMBER SCC 01/2023

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR
SOUTH CAPE TVET COLLEGE.

CLOSING DATE: 8 September 2023

CLOSING TIME: 11H00

NAME OF BIDDER*

.....

ADDRESS*

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

TEL NUMBER*

.....

FAX NUMBER*

.....

NATIONAL TREASURY'S CENTRALISED
SUPPLIER DATABASE NUMBER*

.....

BID AMOUNT, INCL VAT*

.....

(* TO BE COMPLETED BY BIDDER)

SOUTH CAPE TVET COLLEGE

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.

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T1.1 : Tender Notice and Invitation to Tender

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T1.1 Tender Notice and Invitation to Tender**SBD 1****PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCC 01/2023	CLOSING DATE:	Friday, 8 September 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.				
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	Sisanda Mpalala		CONTACT PERSON	Asavela Siganga	
TELEPHONE NUMBER	044 805 4500		TELEPHONE NUMBER	044 805 4500	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sisanda.mpalala@sccollege.co.za		E-MAIL ADDRESS	asavela.siganga@sccollege.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

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:

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender for Uniformity in Construction Procurement as per Government Notice No. 12 published in Government Gazette No. 31823 of 30 January 2009 and as amended from time to time. (see www.cidb.org.za)

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this bid. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause

number

Tender Data

F.1.1 The employer is the SOUTH CAPE TVET COLLEGE

F.1.2 The tender documents issued by the employer comprise the following sections:

Part T1 Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Section 1: Preliminaries

Section 2 to 5 : Priced Document comprising Bills of Quantities

Part C3 Scope of work

Part C4 Site information

F.1.4 The employer's agent is:

Name : Ms Sisanda Mpalala

Address : 125 Mitchel Street

George

6530

Tel : 044 – 805 4500

F.2.1 CIDB requirement (not applicable for this tender) of and only those bidders that satisfy the grading requirement of a CIDB grading of joint ventures with combined CIDB rating will be accepted Joint Venture calculator would be used for calculations, as calculated in terms of the CIDB regulations and **registered on the National Treasury's Centralized Supplier Database** are eligible to have their bids evaluated.

Add the following to F.2.1.1:

Joint Ventures are eligible to submit tenders provided that:

- every member of the Joint Venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not more than one lower than the designation determined in accordance with the sum tendered;
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered;
- The contract participation of each member in a Joint Venture shall be in accordance with the individual member's CIDB contractor grading designation.

F.2.7 The arrangements for compulsory clarification/briefing meetings are:

Location: Central office South Cape TVET College
125 Mitchell Street
GEORGE
6530

Date: 25 August 2023

Starting time: 11h00 Central Office: George (only one director to represent a company would be allowed, due to Covid-19 safety regulations)

Confirmation of attendance to be notified:

Name: Sisanda Mpalala
Tel: 044 805 4500
Email: sisanda.mpalala@sccollege.co.za

F.2.12 No alternative tender offers will be considered.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Entrance Foyer, Ground floor, South Cape College Central Office

Physical address: 125 Mitchel Street, George

Identification details: SCC 01/2023 APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.

Couriered tender offers will be accepted but must be deposited by hand into the said tender box.

F.2.13.6 A two-envelope procedure will not be followed

F.2.15 The closing time for submission of bids is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile, copied or e-mailed tender offers will not be accepted

F.2.16 The tender offer validity period is 90 days.

F.2.18 **The bidder is to submit the Priced Document (Rates and Final summary page) at closing of tender for evaluation purposes. Failure to comply will render the bidder's offer invalid.**

F.2.23 The bidder is required to submit at closing of tender a **valid** Tax Clearance Certificate or **valid** Tax Compliance Pin Certificate issued by the South African Revenue Services. Failure to comply will render the bidder's offer invalid

Where a bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such bidders must submit a valid tax clearance certificate in respect of each partner. Failure to comply will render the bidder's offer invalid

F.3.4 Tenders will be read out in public on the closing date of the tender

F.3.11 The procedure for the evaluation of responsive will be evaluated and adjudicated in terms of the 80/20 Preference Point System prescribed by the Preferential Procurement Policy Framework Act (2022).

A. In order to be considered for a contract in terms of this tender, Tenderers must achieve the minimum score for functionality as stated below.

- a) Tenders will be pre-evaluated on the criteria as set out below
- b) Tenderers that score less than **60 out of 100 points** for the functionality criteria will be regarded as submitting a non-responsive tender and will not be evaluated on price and preference points
- c) Unclear or incomplete information provided will result in no points being allocated
- d) The Tender Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation
- e) Tenderers must therefore ensure that all information is provided
- f) The following criteria will be used to calculate points for the functionality of tenders and Tenderers should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below

Part T2 : Returnable documents

T2.1 : List of Returnable Documents

T2.2 : Returnable Documents

SOUTH CAPE TVET COLLEGE

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.

T2.1 List of Returnable Documents

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Returnable Document No	Number of pages issued	Returnable document	Submitted	
				YES	NO
Form of Offer and Acceptance	1	4 Pages	Yes		
Compulsory Enterprise Questionnaire	2	2 Pages	Yes		
Resolution of Board of Directors	3	1 Page	If applicable		
Schedule of proposed sub-contractors	7	1 Pages	Yes		
Declaration of interests	8	3 Pages	Yes		
Declaration of Bidder's past Supply Chain Management practices	9	2 Pages	Yes		
Certificate of Independent Bid Determination	10	3 Pages	Yes		
Capacity of Bidder	11	2 Pages	Yes		
Clarification Meeting Certificate	12	1 Page	Yes		
Preference Certificate	13	4 Pages	Yes		
Priced Bills of Quantities	18	15 Pages	Yes		
Valid Tax Clearance / Compliance Certificate issued by the South African Revenue Services		-	Yes		
B-BBEE Status Level Verification Certificate		-	Yes		
Confirmation of CIDB Contractor Registration		-	Yes		
VAT Registration Certificate with SARS		-	Yes		
Compensation for Occupational Injuries & Diseases (COID)		-	Yes		
Certified copy of the Tenderer's and those of each of its Director's municipal accounts for the month preceding the tender closure date.		-	Yes		
Certificates CK1 & CK2 : Closed Corporation		-	If applicable		
Certificates CM1, CM2, CM27, CM31 & CM46 : Company		-	If applicable		

2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name (if applicable)	Returnable Document No	Number of pages issued	Returnable document	Submitted	
				YES	NO
Record of Addenda to tender documents	14	1 Page	Yes		
Particulars of Electrical Contractor	15	1 Page	Yes		
Joint Venture	4	1 Page	Yes		
Details of Tenderer	5	1 Page	Yes		
Detail of Directors	6	1 Page	Yes		
The National Industrial Participation Programme	16	2 Pages	Yes		
Declaration Certificate for Local Production and Content for Designated Sectors	17	5 Pages	Yes		
Supporting Documents Relating To Criterion 1: Relevant Experience Fabrication And Erection Experience Of The Tenderer		-	no		
Supporting Documents Relating To Criterion 2: Relevant References		-	no		
Supporting Documents Relating To Criterion 3: Description Of Relevant Experience Of The Proposed Site Foreman		-	no		

Returnable Document No 2

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3.1: CIDB registration number, if any:

.....

**Section 3.2: South Cape College Accredited Supplier Database
Registration Number:**

.....

Section 4: Particulars of sole proprietors and partners in partnerships

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
2. confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
3. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
4. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

Returnable Document No 3

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____
(place)

On _____
(date)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

RESOLVED that:

1. The Enterprise submits a Bid to the SOUTH CAPE TVET COLLEGE in respect of the following project:

(project description as per Bid Document)

Bid Number: _____
(Bid Number as per Bid Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____
(Position in the Enterprise)

and who will sign as follows: _____
be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprise mentioned above.

Note:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Returnable Document No 4

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Name of Each Enterprise:	
(1) Name and Address of Enterprise:	
(1) Name and Address of Enterprise:	
(1) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each Enterprise?	
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE

Returnable Document No 5

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code_____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	
CIDB Registration Number	

Returnable Document No 6

DETAILS OF DIRECTORS

THE COMPLETION OF THE FOLLOWING TABLE WITH ALL YOUR DIRECTORS’ INFORMATION IS COMPULSORY:

Name of Director	Identity Number	Individual Tax Ref. Number for each Director

Returnable Document No 7

SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.
Tender no:	SCC 01/2023

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	% of total project	Previous experience with Subcontractor
1				
2				
3				
4				
5				

A separate schedule may be provided if space is insufficient

Name of representative	Signature	Capacity	Date
Name of organisation			

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with
your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4. A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

1. BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in subparagraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any

time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within Boundaries of South Cape TVET College Campuses (10)				
Within Western Cape boundaries but outside South Cape TVET College Campuses (5)				
Outside The Western Cape (0)				

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:	
	
	
	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on

http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:.....
- (c) Telephone and cell number.....
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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.thdti.gov.za/industrialdevelopment/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

(ii) the declaration templates have been audited and certified to be correct.

(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 4.1 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 4.1 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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Returnable Document No 9

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Returnable Document No 10

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Returnable Document No 11

CAPACITY OF BIDDER

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.		
Tender no:	SCC 01/2023		
Closing date :	8 September 2023	Validity Period	90 Days

WORK CAPACITY: *The Bidder is requested to furnish the following particulars and attach additional pages if more space is required. Failure to furnish the particulars will result in the bid being disregarded*

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number

(In the case of projects requiring engineering or specialist services)			
Professional consultants employed			
Categories of consultant	Number	Categories of consultant	Number

1.1. Provide full particulars of:

Machinery	Plant	Workshops

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

1.2. Current projects (contractor to provide details of principal consultants heading up projects):

Project name and location (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1						
2						
3						
4						

1.3 Previous projects during the last 5 years (contractor to provide details of principal consultants heading up projects):

Project name and location (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1						
2						
3						
4						
5						

Name of Bidder	Signature	Date

Returnable Document No 12

CLARIFICATION MEETING CERTIFICATE

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.
Bid no:	SCC 01/2023
Closing date:	8 September 2023

1) This is to certify that I, _____ representing _____
in the company of _____ attended the clarification meeting on. –

Name of Bidder	Signature	Date
Name of Employer's	Signature	Date

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Returnable Document No 14

RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.
Bid no:	SCC 01/2023

1. I / We confirm that the following communications received from the SOUTH CAPE TVET COLLEGE before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(The tenderer is to attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Bidder	Signature	Date

2. I / We confirm that no communications were received from the SOUTH CAPE TVET COLLEGE before the submission of this tender offer, amending the tender documents.

Name of Bidder	Signature	Date

Returnable Document No 15

PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.
Bid no:	SCC 01/2023

Name of Electrical Contractor:	N/A
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Bidder	Signature	Date

VALID TAX CLEARANCE / COMPLIANCE CERTIFICATE ISSUED SARS

TENDERER TO ATTACH CERTIFIED COPY

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

TENDERER TO ATTACH CERTIFIED COPY

CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

TENDERER TO ATTACH CERTIFIED COPY

VAT REGISTRATION CERTIFICATE WITH SARS

TENDERER TO ATTACH CERTIFIED COPY

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COIDA)

TENDERER TO ATTACH CERTIFIED COPY

**CERTIFIED COPY OF TENDERER'S AND THOSE OF EACH OF ITS DIRECTOR'S
MUNICIPAL ACCOUNT FOR THE MONTH PRECEEDING THE TENDER CLOSURE
DATE**

TENDERER TO ATTACH CERTIFIED COPY

CERTIFICATES CK1 & CK2: CLOSED CORPORATION

TENDERER TO ATTACH CERTIFIED COPY (IF APPLICABLE)

CERTIFICATES CM1, CM2, CM27, CM31 & CM46: COMPANY
TENDERER TO ATTACH CERTIFIED COPY (IF APPLICABLE)

Part C1: Agreement and Contract Data

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data

C1.3 : Construction Guarantee

C1.4 : Tender conditions and information

Returnable Document No 1

FORM OF OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

TOTAL BID PRICE (INCLUSIVE OF VAT)

Rand (in words):	
Rand in figures:	R

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Contractor in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
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AND WHO IS (if applicable):

Trading under the name and style of:	B-BBEE Status Level of Contributor	CIDB Registration number:
--------------------------------------	------------------------------------	---------------------------

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	---

SIGNED FOR THE BIDDER:

Print Full Names of representative	Signature	Date

This Offer is in respect of: (Please indicate with an “X” in the appropriate block)

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) .. ☐

SECURITY OFFERED: (Clause numbers used refer to the applicable clause numbers of the JBCC addendum)

In respect of this contract, the Bidder offers to provide security as indicated below :

- | | | |
|------|--|--|
| 14.1 | a payment reduction of 10% of the value certified in payment certificates (excluding VAT) up to a maximum of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract. | Yes ☐ No ☐ |
| 14.2 | cash deposit of 10 % of the Contract Sum (excluding VAT) | Yes ☐ No ☐ |
| 14.3 | variable construction guarantee of 10 % of the Contract Sum (excluding VAT) | Yes ☐ No ☐ |
| 14.4 | fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes ☐ No ☐ |
| 14.5 | cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes ☐ No ☐ |

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Bidder elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Bidder are:

Telephone No..... Cellular Phone

No.....

Fax No

Postal address

.....

Banker

Branch

Registration No of Bidder at Department of Labour

.....

Registration No of Bidder at BIBC (if applicable)

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information
- Part 5 Health and Safety Plan; and

Drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall immediately after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of the following within 7 calendar days:

1. Occupational Health and Safety Plan (Construction Regulations R.1010 of the Department of Labour's OHS Act (Act No 85 of 1993), as promulgated on 18 July 2003 in Government Regulation Gazette No 7721 (Vol. 456 – No 25207))
2. Proof of registration at the Building Industry Bargaining Council (BIBC) in the form of the Certificate of Compliance issued by the BIBC in terms of clause 6A of the collective Agreement as published in Government Gazette No 22772 dated 1 November 2001
3. Proof of insurance in terms of clause 10 of the JBCC Principal Agreement.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement. Handing over of the site will take place within 10 working days after the conditions relating to 1 to 2 above have been complied with.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	SOUTH CAPE TVETCOLLEGE
Address of Organisation:	125 Mitchell Street GEORGE 6530

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**CONTRACT DATA:
JBCC 2000 PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)**

**CONTRACT DATA FOR:
COMPUTERS**

	The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee. Copies may be obtained from the Association of South African Quantity Surveyors (011-3154140, 021 4626431), Master Builders Association (011-205-9000; 021 6852625), South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (; 011-4860684; 021 424 7128)
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	CONTRACT VARIABLES THE SCHEDULE The schedule, as referred to in the contract agreement, is fully contained in this contract data section, contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets
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42.0	PRE-TENDER INFORMATION
42.1	CONTRACTING AND OTHER PARTIES
42.1.1 <i>[1.2]</i>	Employer: SOUTH CAPE TVET COLLEGE Postal address: PO Box 10400 GEORGE 6530 Tel: 044 884 0359 Fax: 044 884 0361 Physical address: 125 Mitchel Street, GEORGE, 6530
42.1.2 <i>[1.1, 5.1]</i>	Quantity Surveyor:

42.1.8 [1.1, 5.2]	Agent(6) N/A Agent's service: N/A Postal address: N/A Tel: N/A Fax: N/A
42.1.9 [1.1, 5.2]	Agent(7) N/A Agent's service: N/A Postal address: N/A Tel: N/A Fax: N/A

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to Part C3: Scope of Work.
42.2.2 [1.1]	Site description: Refer to Part C4: Site Information.
42.2.3 [22.2]	Work or installations by direct contractors: - NA
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[1.1 #] [31.11.2 #] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999) 2) Lateral support insurance to be effected by the contractor: Yes ☐ No ☒ 3) Payment will be made for materials and goods (Delivered to site) Yes ☒ No ☐ 4) Dispute resolution by litigation Yes ☐ No ☒ 5) Extended defects liability period applicable to the following elements: N/A
42.2.5 [15.2.1]	Possession of the site is to be given within ten (10) working days of the contractor providing the employer with the documents as required in terms of 15.1
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Five (5) working days .
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion as a whole shall be 3 months (including 5 working days for inclement weather delays, but excluding builder's shutdown) from the start of the construction period and the penalty per calendar day shall be R 1 500.00 .

42.2.8	For the works in sections: N/A The date for practical completion from the commencement date and the penalty per calendar day: N/A
[24.3.1] [28.1]	The date for practical completion in sections shall be not applicable .
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 #, 12.1 #]	Contract works insurance to be effected by the contractor ☒ To the minimum value of the contract sum plus 10% ☐ For the minimum sum of R N/A (N/A)
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the contractor ☒ For the sum of R 5 million ☐ For the sum of R N/A (N/A)
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R N/A (N/A) With a deductible of R N/A (N/A)

42.4	DOCUMENTS
42.4.2 [3.7]	One (1) copy of the construction documents will be supplied to the contractor free of charge
42.4.3	Priced Document drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No
42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes ☐ No ☒
42.4.7 [3.10]	Details of changes made to the provisions of JBCC standard documentation All changes are specifically indicated at the relevant clauses in Section 1 Preliminaries in this document and tenderers are to familiarize themselves therewith and no claims to this extent shall be entertained.

42.0	POST-TENDER INFORMATION Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor
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42.5	CONTRACT DETAILS
42.5.1	Contractor: Postal address: _____ _____ _____ Tel: _____ Fax: _____ TAX / VAT Registration No: _____ Physical address: _____ _____ _____
42.5.2	The accepted contract sum inclusive of tax is R _____ Amount in words: _____ _____ _____
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate: _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A ☐ Alternative B ☐ Preliminaries shall divided as follows for payment purposes : - Initial establishment charge (payable at first payment certificate) : 20% - Monthly charge : 70% payable in portions by prorating this percentage to the value of work duly executed. - Final disestablishment charge: 10% payable in full after practical completion.
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A ☐ Alternative B ☐ Refer specific provisions as stated under clause 12.2.2 (10.3) of Section B of Preliminaries.

42.5.7 [14]	The security to be provided by the contractor: 14.1 a payment reduction of 10% of the value certified in payment certificates (excluding VAT) up to a maximum of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract. Yes ☐ No ☐ 14.2 cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐ 14.3 Variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐ 14.4 fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐ 14.5 cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐ NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: From: Dec 2023 to Jan 2024 (This period will be added on to the construction period if applicable)

	Guarantees: Yes ☐ No ☐ Document marked as: _____ Contract drawings: Yes ☐ No ☐ Document marked as: _____ Other documents: Yes ☐ No ☐ (<i>Attach additional pages if more space is required</i>)
--	---

42.8	SIGNATURES OF THE CONTRACTING PARTIES	
	Thus done and signed at _____ on _____	
	_____	_____
	Name of signatory	for and behalf of the Employer who by signature hereof warrants authorisation hereto
	_____	_____
	Capacity of signatory	as Witness
	Thus done and signed at _____ on _____	
	_____	_____
	Name of signatory	for and behalf of the Contractor who by signature hereof warrants authorisation hereto
	_____	_____
Capacity of signatory	as Witness	

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 Acceptance or Rejection of a Tender

The College reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The College does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.2 Validity Period

Bids shall remain valid for 90 (ninety) days after the tender closure date.

1.2.3 Cost of Tender Documents

Payment for tender documents, if specified, must be made electronically or in cash to South Cape College. These costs are non-refundable.

1.2.4 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the College's Accredited Supplier Database to register without delay on the prescribed form. The College reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.2.5 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink (written) and signed by the authorised signatory to validate the tender. SBD 4: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.2.6 Compulsory Documentation (Not limited to – refer other conditions in the tender document)

1.2.6.1 Tax Clearance Certificate

(a) A valid original Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the College and the College has a valid original Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the College has an original Tax Clearance Certificate on record. If the South African Revenue Services (SARS) do not confirm the validity of the Tax Clearance Certificate if requested to do so by the College, the bid will be rejected.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless each member is registered on the Accredited Supplier Database of the College and the College has a valid original Tax Clearance Certificate for each member on record.

(c) If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the College, the bid will be rendered to be non-responsive.

1.2.7 Other Documentation

1.2.7.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The College will verify the bidder's CIDB registration during the evaluation process.

1.2.7.2 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the College reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the College, the bid will be disqualified.

1.2.8 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commences and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.9 Samples

Samples, if requested, are to be provided to the College with the tender document.

1.2.10 Quantities of Specific Items

If tenders are called for a specific number of items, the College reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the College if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the College's satisfaction.

1.2.11 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box on the Lower Ground floor of Central Office at 125 Mitchell Street, George by not later than 11h00 Friday, 8 September 2023.**

(c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.12 Expenses Incurred in Preparation of Tender

The College shall not be held liable for any expenses incurred in the preparation and submission of the tender.

1.2.13 Contact with the College after Tender Closure Date

Bidders shall not contact the South Cape TVET College on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the College, it should do so in writing to the South Cape TVET College. Any effort by the firm to influence South Cape TVET College in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.14 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender document. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- (c) Faxed, e-mailed and late tenders will not be accepted.

1.2.15 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.16 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, & Supply Chain Management Policy.

1.2.17 Contract

The successful bidder will be expected to sign the relevant agreement.

1.2.18 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) After the award of the contract the Contractor shall not subcontract any additional part of the Contract not listed in the schedule of subcontractors without the prior written consent of the College, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the College in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the College and the subcontractor, or a responsibility or liability on the part of the College to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Extension of Contract

The contract with the successful bidder may be extended at the sole discretion of the College should additional funds become available.

1.2.21 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions, if any.

1.2.22 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the College may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the College as a result of the award of the contract.

1.2.23 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the College's Procurement & Supply chain management system or committed any improper conduct in relation to such system.
 - (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official with this or any past tender.
 - (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.
-

Part C2 : Tendering procedures

C2.1 : Pricing Instructions

C2.2 : Priced Document

SOUTH CAPE TVET COLLEGE

PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 March 2005)

C2.1 Pricing Instructions

1. GENERAL

- The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective bidders to price for all eventualities.

2. PRICED DOCUMENT

- The **Priced Document**, including specialist trades i.e. electrical installation, mechanical installation and civil and structural engineering work, has been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition). The **Priced Document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.
- It will be assumed that prices included in the **Priced Document** are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- The **Priced Document** is not intended for the ordering of materials. Any ordering of materials, based on the **Priced Document**, is at the Contractor's risk.
- Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Principal Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
- Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
- Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
- The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

- Products and materials specified using **trade names** are not necessarily the products and materials that must be supplied. Rather; the trade names are an indication of the quality of products and materials required for the project.
- For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Rate	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kw	=	kilowatt
kn	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
mn	=	meganewton
mn-m	=	meganewton-metre
pc sum	=	prime cost sum
prov sum	=	provisional sum

3. VALUE ADDED TAX

- The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **Priced Document** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

4. CONTRACT DOCUMENT

- The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the **Priced Document** are recited.
- Preliminary and general requirements are based on the Preliminaries Revision 1 (February 2016) , published by the ASQS. The additions, deletions and alterations to the various parts of these Preliminaries as well as the contract specific variables are as stated in the Contract Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the **Priced Document** are recited.
- The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the **Priced Document**. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”).

5. DRAWINGS

- The drawings listed in the Scope of Works, used for the setting up this **Priced Document**, are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

Returnable Document No 18

SOUTH CAPE TVET COLLEGE

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.

DESCRIPTION	QTY	RATE	AMOUNT
Supply of personal computers PROLINE or any approved brand	200		
Assembly fee and quality assurance	200		
Minicomputer case	200		
450W PSU	200		
Intel motherboard	200		
CPU INTEL CORE I5	200		
8GB DDR4 3200MHZ RAM	200		
128 GB internal SSD drive	200		
Wired optical mouse (Black)	200		
Standard keyboard corded	200		
19.5" inch wided LED LCD 16:9 1366 X 768 screen	120		
22" inch wided LED LCD 16:9 1920 x 1080 screen	60		
Subtotal			
<u>VAT@15%</u>			
Total			

C2.2 PRICED DOCUMENT comprising BILLS OF QUANTITIES

Part C3 : SCOPE OF WORK

Scope of work for the supply and delivery of Personal Computers

1. Introduction

South Cape TVET College invites suitably qualified and experienced contractors/suppliers to quote for the supply and delivery of computers to its six campuses in the Garden Route.

2. Background

The computers on campuses have reached their lifespan and are due for an upgrade. The computers are slow and do not respond well to certain software.

3. Scope of services

- 3.1. The scope of our work is the supply and delivery of personal computers.
- 3.2. The service provider shall provide the following:
 - 3.2.1. Supply and delivery of computers to South Cape TVET College campuses.
 - 3.2.2. The computers must be assembled, and quality checked.
 - 3.2.3. The computers must be compatible with Windows 10.

4. Location

The project is situated on the following South Cape College campuses:

- 4.1. Hessequa Campus in Riversdale x 25
- 4.2. Bitou Campus in Plettenberg Bay x 35
- 4.3. Beaufort West Campus in Beaufort West x 35
- 4.4. George Campus in George x 35
- 4.5. Mossel Bay Campus in Mossel Bay x 35
- 4.6. Oudtshoorn Campus in Oudtshoorn x 35

SOUTH CAPE TVET COLLEGE

COMPUTERS

C3 SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's objectives

- 1. APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE TVET COLLEGE.**

3.1.2 Overview of the works

For detail of the new works refer attached drawings and Priced Document

C3.1.3 Extent of the works

- Installation of UPS for South Cape TVET College
- For details of the new works refer attached drawings and Priced Document.

C3.1.4 Location of the works

Addresses: South Cape TVET College Campuses

C3.1.5 Temporary works

N/A

C3.2 LIST OF DRAWINGS

The following drawings are applicable to the contract:

A4 drawings are attached at the back of this Priced Document

C3.3 PRO FORMAS

C3.3.1 Forms required during contract administration

Refer Preliminaries, Section C for detail of forms that will have to be submitted during construction.

C3.3.2 Pro Formas included

N/A

Part C4 : ANNEXCURES

1. HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK

AT

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COMPUTERS FOR SOUTH CAPE
TVET COLLEGE.

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HEALTH & SAFETY SPECIFICATION

1. INTRODUCTION

The Occupational Health & Safety Act No 85 of 1993 requires every employer to create a safe working environment which is free of health risks as far as is reasonably practicable. This applies to all employers in any industry including that of construction. After many years of consultation with the construction industry the government gazette a specific regulation for construction activities in July 2003.

Section 4 (1) (a) of the construction regulations requires the client to prepare Health & Safety specifications for any proposed construction work.

In the construction regulations a Health & Safety Specification is defined as “a documented specification of all health & safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons”.

The SOUTH CAPE COLLEGE as the client for this specific project lays down the following Health & Safety Specifications.

2. OBJECTIVES

- 2.1 To set the standard for health & safety in construction work by ensuring multi-disciplinary compliance with the requirements of the occupational health and safety act and the construction regulations contained therein.
- 2.2 To form the guidelines for the contractor's health & safety plan.
- 2.3 To ensure the health and safety of the people doing construction work.
- 2.4 To ensure the health and safety of the users and occupants of the premises.

3. PRE-TENDER PHASE

3.1 CLIENTS HEALTH AND SAFETY SPECIFICATIONS

- 3.1.1 The Contractor shall be bound by the Occupational Health and Safety Act, its Regulations and incorporated Safety Standards, which shall include any amendments thereto.
- 3.1.2 Special focus shall be drawn to compliance with the Construction Regulations.
- 3.1.3 The employer will provide any information to the contractor which might affect the Health and Safety of any persons at the site where construction work is being performed. See below for specific items pertaining to this contract.
- 3.1.4 A detailed Health and Safety Plan shall be submitted to the employer before the commencement of the contract.
- 3.1.5 The employer reserves the right to add or make changes to any Health and Safety Plan of the contractor as it sees fit.
- 3.1.6 The contractor shall make provision for any personal protective equipment and safety equipment required for the duration of the contract. Such equipment shall be provided by the contractor at his own expense. The contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- 3.1.7 Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided prior to signing of contract.
- 3.1.8 The Principal Contractor shall ensure that any sub-contractor shall comply in like manner to every requirement of this document.
- 3.1.9 Health and Safety Induction training shall be conducted by a competent person, provided by the contractor, to all of the contractors personnel and to any persons who need to visit the construction site for any reason.
- 3.1.10 Any activity involving entry into or work within a confined space or isolation work shall be controlled by a Permit to Work system.
- 3.1.11 All work shall be done during normal working hours, unless agreed otherwise in writing.

- 3.1.12 No unsafe or dangerous equipment or tools may be brought onto or used on site. The Department reserves the right to inspect any tool or equipment at any time and prevent or prohibit its use, without any penalty to the Department and without affecting the contract in any way.
- 3.1.13 No dangerous procedures and/or materials hazardous to the health and safety of persons, which could be avoided by modifying procedures or substituting materials, shall be used. Where such hazardous procedures and/or materials are unavoidable, these shall be brought to the immediate attention of the principal agent and the employer.
- 3.1.14 The contractors personnel shall confine their activities and movements to those areas where contract work is being performed.
- 3.1.15 All excavation equipment, portable cranes or similar construction equipment shall be used in accordance with the provisions of the OHS Act applicable to users.
- 3.1.16 **SPECIFIC ITEMS PERTAINING TO THIS CONTRACT**
- Tenderers attention is drawn to the information provided within this priced document regarding, but not limited to, the design and type of construction; the materials specified; and the construction period insofar as they need to be provided for in the contractor's Health and Safety Plan.
- The building may be erected alongside an existing facility that may be in use at the time and tenderers must allow for prevention of unauthorized entry to the site. Noise and vibration are to be minimized with efficient muffling devices. Unavoidably noisy disturbing operations may have to be carried out by arrangement at restricted times. Two days' notice will be required in this regard.

4. CONSTRUCTION PHASE

4.1 PRINCIPAL CONTRACTOR AND CONTRACTORS

The contractor awarded the contract will be appointed in writing as the Principal Contractor (PC).

The Principal contractor:

- 4.1.1 will notify the Employer's Representative in writing of the intention to carry out the proposed construction work. This notification is to be submitted before the commencement of work using the format provided in Annexure A of the construction regulations R1010 of July 2003. A copy of this notification will be kept on site for inspection by an inspector, client, client's agent or employee to accompany the letter of appointment;
- 4.1.2 shall provide the client with written proof of his good standing with the Compensation fund or with a licensed compensation insurer prior to work commencing on site;
- 4.1.3 shall satisfy the client that he has the necessary competencies and resources to carry out the work safely;
- 4.1.4 shall make provision for the cost of health & safety measures during the construction process;
- 4.1.5 shall provide and demonstrate to the client a suitable and sufficiently documented Health & Safety Plan based on the health & safety specifications. The client will discuss and negotiate the H&S Plan with the PC before giving final approval of the plan for implementation. A Health & Safety Plan could include but is not limited to the following:
- description of the project;
 - a general statement of health & safety principles and objectives for the project;
 - management structures and responsibilities (organogram);
 - selection Procedures and control of all sub-contractors with methods of communication and co-operation;
 - appointment of construction supervisor;
 - fall protection plan listing necessary equipment;
 - site specific Risk Assessment;
 - Information & Training arrangements;
 - description of all formwork and support work with a list of all equipment and materials;
 - storage & distribution of materials;

- control and disposal of waste;
- provision and use of utilities, e.g. electricity and water;
- list of tasks to be performed during the construction process with equipment to be used and required PPE and method statements;
- H&S Induction Training Programme;
- description of all formwork & support work with list of all equipment and materials;
- written Safe Work procedures;
- H&S specification for machinery and other plant for common use;
- OHS Act & regulations on site;
- Access Control;
- Fire & Emergency (Disaster recovery and contingency) plan;
- Site Rules & traffic control;
- Environmental Control Programme.

- 4.1.6 shall provide any contractor who is making a bid or appointed to perform construction work for the PC, with the relevant sections of the health and safety specifications pertaining to the specific construction work;
- 4.1.7 shall appoint in writing all sub-contractors, having satisfied himself that these contractors have the competencies and resources to work safely;
- 4.1.8 shall take reasonable steps to ensure that each sub-contractor's H&S plan is implemented and maintained on the construction site. These steps shall include periodic audits at intervals of at least once a month;
- 4.1.9 shall stop any contractor from executing construction work which is not in accordance with the PC's and/or contractors H&S plan for the site or which poses a threat to the health and safety of persons;
- 4.1.10 will ensure that where changes are brought about to the design and construction, sufficient health & safety information and appropriate resources are made available to the contractor to execute the work safely;
- 4.1.11 ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site. Where this is not possible or appropriate, the PC's insurance will cover the cost of any injury sustained to any employee of such sub-contractors;
- 4.1.12 shall ensure that potential contractors submitting tenders have made provision for the cost of H&S measures during construction work;
- 4.1.13 shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations;
- 4.1.14 shall ensure that any contractors provide and demonstrate to the PC a suitable and sufficiently documented health and safety plan, based on the relevant sections of the health and safety specifications. This plan shall be applied from the date of commencement of and for the duration of the construction work;
- 4.1.15 shall discuss and negotiate with the contractor the contents of his health and safety plan and shall finally approve that plan for implementation;
- 4.1.16 shall ensure that a copy of his and the contractor's health and safety plans are available on request to an employee, inspector, contractor, client or client's agent;
- 4.1.17 shall ensure that every contractor maintains a health and safety file, which shall include all documentation required in terms of the provisions of the Occupational Health & Safety Act and Construction Regulations. This file must be kept on site and made available to an inspector, client, client's agent or principal contractor upon request;
- 4.1.18 upon completion of the construction work shall consolidate both his and any contractor's health and safety file and hand it over to the client. The consolidated file will include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- 4.1.19 shall ensure a comprehensive and updated list of all the contractors on site accountable to the principal contractor is available and included in the Health & Safety file, as well as the agreements between the parties and the type of work being done;
- 4.1.20 shall not appoint a contractor to perform construction work unless the PC is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- 4.1.21 shall ensure that where a contractor appoints another contractor to perform construction work, the responsibilities that applies to the principal contractor shall apply to the contractor as if he were the principal contractor;
- 4.1.22 shall ensure that no contractor shall appoint another contractor to perform construction work unless the contractor is reasonably satisfied that the contractor he intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- 4.1.23 shall ensure that all contractors co-operate as far as is necessary to enable each of them to comply with the provisions of the Act;
- 4.1.24 shall ensure that every contractor shall, as far as is reasonably practicable, promptly provide him with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

4.2 SUPERVISION OF CONSTRUCTION WORK

- 4.2.1 The contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
- 4.2.2 The contractor may appoint in writing one or more competent employees to assist the appointed construction supervisor. Every such appointed employee shall, to the extent clearly defined by the contractor in the letter of appointment, have the same duties as the construction supervisor, provided that the designation of any such employee shall not relieve the appointed construction supervisor of any personal accountability for failing in his supervisory duties referred to in terms of section 6(1) of the construction regulations.
- 4.2.3 No construction supervisor shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed:
- 4.2.4 A contractor may on consideration of the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

4.3 RISK ASSESSMENT

- 4.3.1 Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least:
- the identification of the risks and hazards to which persons may be exposed to;
 - the analysis and evaluation of the risks and hazards identified;
 - a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - a monitoring plan; and
 - a review plan.
- 4.3.2 A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- 4.3.3 Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

- 4.3.4 A contractor shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.3.5 A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.3.6 A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.
- 4.3.7 No contractor shall allow or permit any employee or person to enter any site, unless such employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry. All contractors shall ensure that all employees are in possession of and carry proof of this health and safety induction training.
- 4.3.8 All contractors shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

4.4 FALL PROTECTION

- 4.4.1 A competent person must be appointed and be responsible for the preparation of a fall protection plan as detailed in section 8 of the construction regulations.
- 4.4.2 The fall protection plan must be implemented, amended where and when necessary and maintained as required.
- 4.4.3 Monitoring must take place to ensure the continued adherence to the fall protection plan.

4.5 STRUCTURES

- 4.5.1 A contractor shall ensure that:
- all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
 - no structure or part of a structure is loaded in a manner which would render it unsafe.
- 4.5.2 A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- 4.5.3 The designer of a structure shall:
- take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
 - carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
 - ensure that during commissioning, cognisance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

4.6 FORMWORK AND SUPPORT WORK

A contractor shall ensure that:

- 4.6.1 all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- 4.6.2 all formwork and support work operations shall be carried out as detailed in section 10 of construction regulations.

4.7 EXCAVATION WORK

- 4.7.1 A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- 4.7.2 A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- 4.7.3 Every contractor who performs excavation work shall ensure that all excavation work is carried out as detailed in section 11 of construction regulations.

4.8 SCAFFOLDING

- 4.8.1 Every contractor using access scaffolding shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Occupational Health & Safety Act.
- 4.8.2 A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.
- 4.8.3 A contractor using scaffolding shall ensure that all scaffolding is erected and dismantled according to the requirement of SABC CODE 085.

4.9 EXPLOSIVE POWERED TOOLS

- 4.9.1 No contractor shall permit or require any person to use an explosive powered tool, unless such person has been:
- Provided with and uses suitable protective equipment; and
 - Trained in the operation, maintenance and use of such a tool as detailed in section 19 of the construction regulation.

4.10 CRANES

- 4.10.1 The principal contractor shall ensure that where a contractor brings a crane on site, the contractor:
- will appoint in writing a suitably qualified person as the lifting equipment inspector; and
 - will comply with section 20 of the construction regulations and/or section 18 of the driven machinery regulation, depending on the choice of lifting equipment.

4.11 CONSTRUCTION VEHICLES AND MOBILE PLANT

A contractor shall ensure that all construction vehicles and mobile plants:

- 4.11.1 are of an acceptable design and construction;
- 4.11.2 are maintained in a good working order;
- 4.11.3 are used in accordance with their design and the intention for which they were designed. having due regard to safety and health;
- 4.11.4 are operated by workers who:
- have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- 4.11.5 all uses of construction vehicles and mobile plant meet the requirements of construction regulation 21.

4.12 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.12.1 before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;

- 4.12.2 all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- 4.12.3 in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- 4.12.4 all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site;
- 4.12.5 the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing;
- 4.12.6 that all electrical installations on site comply with the electrical installation regulations.

4.13 HOUSE KEEPING ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.13.1 good housekeeping is continuously implemented on each construction site, including provisions for the proper storage of materials and equipment; and waste removal;
- 4.13.2 loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct the means of access to and egress from workplaces and passageways;
- 4.13.3 construction sites in built-up areas, adjacent to a public way, are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons;
- 4.13.4 a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of the threat of persons being struck by falling objects.

4.14 STACKING AND STORAGE ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.14.1 a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- 4.14.2 adequate storage areas are provided;
- 4.14.3 there are demarcated storage areas; and
- 4.14.4 storage areas are kept neat and under control.

4.15 FIRE PRECAUTIONS & EMERGENCY PREPAREDNESS ON CONSTRUCTION SITES

Every contractor shall ensure that:

- 4.15.1 all appropriate measures are taken to avoid the risk of fire;
- 4.15.2 sufficient and suitable storage is provided for flammable liquids, solids and gases;
- 4.15.3 smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- 4.15.4 combustible materials do not accumulate on the construction site;
- 4.15.5 welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- 4.15.6 suitable and sufficient fire-extinguishing equipment is provided as per the requirement of SABS 0400;
- 4.15.7 the fire equipment is inspected by a competent person;
- 4.15.8 a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- 4.15.9 where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- 4.15.10 the means of escape is kept clear at all times;

- 4.15.11 there is an effective evacuation plan;
- 4.15.12 a siren is installed and sounded in the event of a fire;
- 4.15.13 first aid facilities must be provided as per requirements of the occupational health & safety act. This includes:
 - a trained first aider and first aid resources on site at all times whilst construction is taking place;
 - a standard that must be drawn up for the management of injuries on duty and investigations thereof.

4.16 CONSTRUCTION WELFARE FACILITIES

A principal contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:

- 4.16.1 at least one shower facility for every 15 workers;
- 4.16.2 at least one sanitary facility for every 30 workers;
- 4.16.3 changing facilities for each sex;
- 4.16.4 sheltered eating areas.

4.17 ENVIRONMENTAL CONTROL

The principal contractor will ensure that:

- 4.17.1 the construction process does not impact negatively on the environment;
- 4.17.2 take due regard to the fact that buildings may be in use and that staff and public may use the premises [existing buildings only];
- 4.17.3 preserve the trees and plants by not allowing concrete and rubble to damage the roots or erode the soil;
- 4.17.4 If the soil is clayey, ensure, especially in the rainy season, that there is sufficient drainage and that workers have sufficient footage on clayey surfaces.

4.18 GENERAL

- 4.18.1 All references to “his” or “he” in this document should be read as “his or her” and “he or she”.
- 4.18.2 Although the majority of activities on a construction site are specifically addressed in the construction regulations of July 2003, it should be noted that some activities and plant are covered by other regulations contained in the Occupational and Safety Act (No 85 of 1993) and regulations.
- 4.18.3 The act is to be strictly adhered to at all times. Non-conformance may result in prosecution resulting in financial penalties and/or imprisonment.

