



AgriCentre Building
Cnr. Dr. James Moroka
& Stadium Rd
Private Bag X2039,
Mmabatho 2735

CHIEF DIRECTORATE: FINANCIAL MANAGEMENT

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Tel: +27 (18) 389 5151 / 5297
Fax: +27(18) 389-5994
E-mail: Matshekam@nwpg.gov.za

Ref: 7/1/2/5

EXPRESSION OF INTEREST

13 DARD 02/2021: APPOINTMENT OF CONTRACT SUITABLE CONTRACTOR FOR THE CONSTRUCTION OF A FOREMAN'S HOUSE AT MELTON RESEARCH FARM.

You are invited to submit a bid for the service as indicated in the attached bid documents.

1. The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract (GCC).
3. Kindly receive attached the following bid documents:
 - 3.1. SBD 1- Invitation to Bid Form
 - 3.2. SBD 4 - Declaration of Interest
 - 3.3. SBD 6.1 - Preferential Points
 - 3.4. SBD 6.2- Local Production and Content
 - 3.5. SBD 8 - Declaration of Bidder's past Supply Chain Practices
 - 3.6. SBD 9 - Certificate of independent determination
 - 3.7. Terms of reference
 - 3.8. General conditions of contract (GCC)
4. All the documents accompanying this invitation to bid must be completed in detail, be sealed in an envelope and be deposited in the bid box situated at foyer of main entrance of Agri-Centre, opposite Convention Centre, Cnr. James Moroka and Stadium Road, Mmabatho before the closing date and time as follows:

BID NUMBER: 13 DARD 02/2021:

Closing Date: 16 September 2021 at 11h00

Closing Time: 11h00

5. Briefing session

There will be a compulsory briefing session on the 2 September 2021 at 11h00.

13 DARD 02/2021: APPOINTMENT OF CONTRACT SUITABLE CONTRACTOR FOR THE CONSTRUCTION OF A FOREMAN'S HOUSE AT MELTON RESEARCH FARM.

Identification details: Appointment of Suitable Contractor for the Construction of a Foreman's House at Melton Research Farm

6. Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Department.

7. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.
8. The Department of Agriculture and Rural Development reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
9. For more information please contact the following:

Department : Department of Agriculture and Rural Development

Contact Person : Mr. L.S. Mothibi - 018 389- 5053: Email: smothibi@nwpg.gov.za

10. BID REQUIREMENTS

- 10.1. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- 10.2. Bids will be valid for a period of 90 days.
- 10.3. All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.

11. REQUIRED DOCUMENTATION

The prospective bidders are required to provide the following documentation which will be used for the **phase 1 of the evaluation on Legal Requirements:** -

- 11.1. SARS Tax Pin
- 11.2. Certified copy of SANAS Accredited Broad-Based Black Economic Empowerment (B-BBEE) Status Level Verification Certificates/Certified copy of DTI approved Broad-Based Black Economic Empowerment (B-BBEE) Status Level Verification Certificates/Certified copy of National Treasury/Construction Sector Recognized Sworn Affidavit
- 11.3. In case of Joint Venture, a consolidated Original Valid Tax Pin Certificate should be submitted



- 11.4. During this stage, bids that do not comply will be disqualified, and will not be considered for the second stage of evaluation i.e. technical/ functional capability and ability.
- 11.5. Proof of a Valid CIDB Grade 3 GB/CE Certificate or Higher
- 11.6. All certified copies must not be older than six (6) months

12. EVALUATION METHODOLOGY:

The Evaluation Processes will entail the following phases:

- 12.1. **Phase 1-** Evaluation on Legal requirements as stated in 8 above.
- 12.2. **Phase 2-** Technical/ functional Requirements and bidders who obtain **70 points** or more will be passed over to third phase evaluation on Preferential Calculation points.
 - 12.2.1. The following must also be attached to enable the evaluation committee to evaluate your bid on technical capabilities (Phase 2):-
 - 12.2.1.1. Proof of experience and expertise in the Field and proven track records. To this effect, Bidders are required to attach contracts, purchase order numbers, completion certificate or reference letters from previous contracts.
 - 12.2.1.2. Proof of ownership/hire of equipment, machinery and transport in a form of certified copies of vehicle registration certificates/lease agreements.
- 12.3. **Phase 3 -** Preferential Point System
 - 12.3.1. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
 - 12.3.1.1. The bid price (maximum 80 points)
 - 12.3.1.2. B-BBEE status level of contributor (maximum 20 points)
 - 12.3.2. The following formula will be used to calculate the points for price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

12.3.3. A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

13. Submission of Annexures A, and B

The following forms incorporated in these documents must be fully completed: -

13.1. **Annexure A** – Previous Similar Experience and customer references

13.2. **Annexure B** - Transport



MOGARI MOMPEI (MR)
ACTING CHIEF FINANCIAL OFFICER



DATE

TERMS OF REFERENCE

13 DARD 02/2021: APPOINTMENT OF SUITABLE CONTRACTOR FOR THE CONSTRUCTION OF A FOREMAN'S HOUSE AT MELTON RESEARCH FARM

1. PURPOSE OF THE REQUEST FOR PROPOSAL

- 1.1. There is a need for accommodation for labour on farm.
- 1.2. The Department hereby invites the qualifying contractors to submit comprehensive proposals in order to meet the required contract expectations.

2. BACKGROUND

- 2.1 There are no proper house exists on the farm
- 2.2 There is no electricity on the farm.

3 PROBLEM STATEMENT

- 3.1 Due to no proper housing, the Department wishes to appoint a suitably qualified and competent Service Provider who is a fully-fledged and has the ability to undertake the following tasks:
 - 3.1.1. Construction of foreman house;
 - 3.1.2. Water implementation works;
 - 3.1.3. Gas installation; and
 - 3.1.4. 3.1.4. Installation of the Solar electricity.
- 3.2 As part of the contract deliverables ,
 - 3.2.1. The Service provider will be expected to facilitate and outsource the needed deliverables as per quantity schedule required;
 - 3.2.2. Engage with contract holder on minimum set specifications;
 - 3.2.3. Ensure functional established Farm Foreman's House; and
 - 3.2.4. Keep proper records of all information relating to project.
- 3.3 In light of all of the above overarching frameworks and arrangements, the Department wishes to appoint a suitably qualified, experienced and Professional Service Provider who has the following competencies:
 - 3.3.1 Demonstrable project and programme management profile;
 - 3.3.2 Tried and tested project implementation methodologies;

- 3.3.3 Qualified and experienced professionals;
- 3.3.4 Verifiable infrastructure and tools of trade to undertake work; and
- 3.3.5 Project funding sourcing capacity.

4 SCOPE OF WORK

As defined items in bill of quantities; the contractor is also expected to submit a work programme.

5 REQUIRED KEY PERSONNEL AND SUB CONTRACTING INFORMATION

5.1 The contractor must have the key professionals in its establishment, or else negotiate the sub-contracting thereof as follows: -

5.1.1.Key Personnel:	Education and Professional Bodies Registration
5.1.2. Construction:	Attach company CV and profile
5.1.3. General building related:	Attach references and contact details CIDB grading 3GB/CE or Higher
5.1.4. Solar Installer:	Only registered suppliers that can give installation certificate Attach company brochure or letterhead
5.1.5. Architect:	Attach certified copies of professional registration
5.1.6. Gas Installer:	Only registered suppliers that can give installation certificate Attach company brochure or letterhead Attach service schedule

5.2. Curriculum Vitae can be one page shortened versions

6 KEY COMPETENCIES

- 6.1 The bidder must demonstrate beyond any doubt to have appropriate and extensive skills, expertise and capacity, experience and capacity with a good understanding of infrastructure service delivery environment in all or most of the identified service delivery areas.
- 6.2 The skills, expertise, capacity and agricultural infrastructure construction and project implementation understanding must be clearly demonstrated.

The bidder(s) information will be scored according to the following points system:

NO.	CIRTERIA	MAXIMUM SCORE
1	Technical Proposal with Methodology and Work Programme	20
1.1	1.1 Approach and methodology must also present a comprehensive concept and viability, organogram and available capacity (infrastructure etc) of Tenderer to deliver the project – CV attachment	10
	1.2 Work programme for implementation as per the scope of work = 10	10
2.	ITEM	70
2.1 Solar installation	CV > 10-years' experience	10
	CV 0-10 years' experience	5
	No Submission = 0	0
2.2 Gas Installation	Fully SA company with company and registered personnel CV attached indicating profile and service report and more than 10 years experience	10
	Fully SA company with company and registered personnel CV attached indicating profile and service report and more than a year experience	5
	No submission	0
2.3 Architect	CV > 10-years' experience	10
	CV 0-10 years' experience	5
	No Submission	0
2.4	The contractor to provide a list of all previous similar projects bidding undertaken in the last 5 years accompanied by a completion certificate or traceable proof of payment as proof with the following values:	
	Above R 8 000 000 = 20	
	R 4 000 001-R8 000 000 = 15	
	R0-R4 000 000 = 10	
2.5	Previous Track Record of similar work done by the contractor : (Proof of reference letters from different clients must be attached)	
	1 Letter = 10	
	2-3 Letters = 15	
	Above 3 Letters = 20	
3 Equipment & Machinery	<ul style="list-style-type: none"> Contractor to provide a written confirmation on their company letterhead for machinery and equipment and copies of certificates for vehicles and TLB's registered and owned by the company. 	40

	Hired equipment and machinery (Proof of agreement to hire machinery to be attached) Own equipment and machinery (Proof of ownership to be attached):	
	a) Rammers or Rollers or Compactors Proof of ownership = 7 points Proof of hiring = 3 point	
	b) TLB Proof of ownership = 7 points Proof of hiring = 3 point	
	c) Concrete Mixer Proof of ownership = 6 points Proof of hiring = 3 point	
	d) Utility Vehicle Proof of ownership = 10 points Proof of hiring = 5 point	
	e) Utility Equipment (eg: Welder, Grinder) attach picture as proof Proof of ownership = 10 points Proof of hiring = 5 point	
TOTAL POINTS	NB: Minimum Threshold: Bidders scoring less than 86 points (66%) during this stage would not be considered for the next stage of evaluation	130

7.2.3 Phase 3-Evaluation on Preferential Procurement Policy Framework Act

14. A preferential point system shall apply whereby a contract will be allocated to a Bidder in accordance with the Preferential Procurement Regulations 2017, and as defined in the Conditions of bid in the Bid Document.

- a) The points for this bid are allocated as follows:

	<u>POINTS</u>
i) PRICE	80
ii) B-BBEE Status Level of Contribution	20
TOTAL POINTS	<u>100</u>

	Hired equipment and machinery (Proof of agreement to hire machinery to be attached) Own equipment and machinery (Proof of ownership to be attached):	
	a) Rammers or Rollers or Compactors Proof of ownership = 7 points Proof of hiring = 3 point	
	b) TLB Proof of ownership = 7 points Proof of hiring = 3 point	
	c) Concrete Mixer Proof of ownership = 6 points Proof of hiring = 3 point	
	d) Utility Vehicle Proof of ownership = 10 points Proof of hiring = 5 point	
	e) Utility Equipment (eg: Welder, Grinder) attach picture as proof Proof of ownership = 10 points Proof of hiring = 5 point	
TOTAL POINTS	NB: Minimum Threshold: Bidders scoring less than 86 points (66%) during this stage would not be considered for the next stage of evaluation	130

7.2.3 Phase 3-Evaluation on Preferential Procurement Policy Framework Act

14. A preferential point system shall apply whereby a contract will be allocated to a Bidder in accordance with the Preferential Procurement Regulations 2017, and as defined in the Conditions of bid in the Bid Document.

- a) The points for this bid are allocated as follows:

	<u>POINTS</u>
i) PRICE	80
ii) B-BBEE Status Level of Contribution	20
TOTAL POINTS	<u>100</u>

HOUSE

Project name: MELTON	Co Ordinates:- S: ° '
District: Dr. Ruth Segomotsi Mompati	Co Ordinates:- E: ° '
Locality: Melton Research Farm	
Background/Deliberation: This is a supply, deliver and install invite. It entails construction of nominal 100m ² house at Melton. Plan and quantity must be read together.	

		QUANTITY SCHEDULE -				
Nr	Item	Description & Comments	Unit	QTY	Unit- Price	Total Price
A1	SITE ESTABLISH	Site establishment and removal and adherence to OHS Act requirements during construction is contractors responsibility	count	1		
A2	CLEARING	Clear and Grub - as specified during site briefing - 140m ²	count	1		
A3	PLAN APPROVAL	It is expected from appointed contractor to take the provided draft plan and hand it to qualified registered Architect for re - draw to an approved format. The successful bidder will hand approved plan in at department as it becomes departmental property.	count	1		
1	CONCRETE	Pricing is inclusive of foundation excavation that must be inspected prior to	**** *	*** **	***** **	*****

		pouring.				
a	Foundation	Double Brickwall Foundation (600mm x 250mm) - 20 mPa - refer to plan details	m ³	6,5		
b	Foundation	Verandah "Pillar" - Brickwall Foundation - 20 mPa - refer to plan details	m ³	0,2		
c	Foundation	Single - Brickwall Foundation (500mm x 250mm) - 20 mPa - refer to plan details	m ³	4		
d	Floor base	85mm thick - 20 mPa	m ³	8		
e	Floor screed	25mm on top of base - 20 mPa - steel smooth floated as final finish	m ³	2,5		
f	Shoulder	0.9m x 85 mm thick - 20 mPa - refer to plan details	m ³	3,5		
g	Gulley	Standard precast (40x30) nominal - dirty water exits	count	2		
h	"Ramps"	1.9m x 1.2m compacted ramp finished in 20mPa concrete	count	2		
i	Backfilling	Suitable G5 material in layers not thicker than 150mm and plate compacted - payment only on delivery invoices signed	m ³	30		
2	*BRICKS	220mm x 110mm x 75mm (nominal) - Clay - red, brown, blue rustic type face brick	count	18 000		
		* Prior approved by site engineer				
3	BRICKFORCE	Each and every fourth layer	**** **	*** ***	*****	*****
a	Single	2mm - SABS	m	300		
	Double	2mm - SABS	m	250		

4	DAMP PROOF	*****	**** **	*** ***	*****	*****
a	Single	damp proof course - SABS	m	35		
b	Double	damp proof course - SABS	m	44		
5	SAND	*****	**** **	*** ***	*****	*****
	Build	Suitable building sand all brickwork	m ³	10		
	Plaster *	Plaster the kitchen,laundry,toilet,bathro om and cornices - Minimum 10mm thick - use suitable plaster sand	m ³	2		
		*Functional installation - mix - smooth steeled	**** **	*** ***	*****	*****
Nr	Item	Description & Comments	Unit	QTY	Unit- Price	Total Price
6	*HOWE TRUSS	PROCURE TRUSSES AS A PRE FABRICTED SHELVIE ITEM FROM REGISTERED SUPPLIER (Inclusive of pressed truss plates, nail plate connector and "home/self" made will not be allowed) Nominal spacing 750mm or else as proven by design. This item is inclusive of Rafters, hip joints, valley jacks and ridge. Pitch is nominal 26 degree and not less than 15 degree.	count	1		
		* This item will only be paid once certificate or letter of good standing from registered company is received				
7	"ROOF"	NB - Contractor is responsible for accurate on site order of sheet lengths	**** **	*** ***	*****	*****
a	Wire	4mm galvanised binding - built in bricks to attach tie beams - 5kg roll	count	1		

b	"Plate"	114mm x 38mm "Wallplate" for purpose of Truss placement and levelling	m	44		
c	Cross Bracing	75mm x 50mm - Pine for purpose of wind cross bracing on trusses	m	20		
d	Truss layers	75mm x 50mm -Pine - galvanised sheets will be attached to this	m	218		
e	Insulation	Reflective foil insulation sheeting must be placed with 150mm overlap under the battens. Envirostuff 202 or similar. There must be no direct contact with Roof sheets.	m ²	120		
f	Sheets	Chromadeck IBR roof sheets - 0.6mm full hard (nominal 4.7m each) - roof covering - contractor responsible for exacts as per rafter and overhang required.	count	46		
g	Coach screws	75mm hexagonal - complete with washers	Count	700		
h	Ridge	galvanised roof ridge to cover 90m but with 0.3m overlap per section	count	6		
i	Closure	allow for narrow and broad closure over length of roof	count	1		
j	Gulley's	110mm gulley - functionally installed	m	30		
k	Downpipe	110mm - functionally installed	m	15		
l	Facia	Asbes Facia - plate - 230mm - 300mm - complete functional installation	count	1		
8	CEILING	*****	**** **	*** ***	*****	*****
a	Branders	38mm x 38mm - ceiling attached to this	m	500		

b	Ceiling	4mm Fibre Cement - or better - for purpose of Kitchen and Bathrooms	m ²	100		
c	*Glass fibre	100mm glass fibre wool - insulation purposes - R value specced at 2.5 minimum - Aerolite or similar.	m ²	100		
d	Head clouts	25mm - ceiling attachment	count	500		
e	Steel nails	25mm - cornices to wall	count	150		
f	Round nails	90mm checked head - brandering attachment	count	500		
g	Cornices	6mm gypsum - over the full length of the inner house	m	102		
9	ELECTRICAL	There is currently no external electricity on farm able to supply the single quarters. The whole design, development and implementation relies on full implementation with opportunity for future external connection once it becomes available. All electrical work must be designed and implemented by qualified electrician - refer to required COC	**** **	*** ***		
a	Socket	16 amp Flush wall - double complete with box base	count	6		
B	Switch	16 amp Flush wall switch double - complete with box base	count	3		
c	Switch	16 amp Flush wall switch single - complete with box base	count	7		
d	Lights	Centre filament light - 16 cm thread - 11 Watt led - maximum	count	8		
e	Lights	20 Watt - 1.5m single LED tube - complete (Kitchen)	count	1		

f	Lights	Waterproof Bulkhead - (7 - 15) watt complete (outside)	count	4		
g	Conduit Pipe	20mm - wire protection	m	60		
h	db box	Standard - 10 circuit breaker box complete	count	1		
i	*Geyser	Tankless Gas heater from registered SA company. Supply on demand unit. Minimum delivery must be 26l/min at less than 300 kPa. Minimum pipe DN 20. Gas heaters units must be installed outdoors and connected to 16 Amp weather proof plug where required. SANS 10087 and SANS 1539. It must be a Flame failure device. Installation only done by registered person and payment of installation only if COC is received.	count	1		
j	Gas supply	2 x 48 kg gas bottles per 4 heaters complete with auto change over regulator and auto shut of valves as well as manual device. Installation, piping, valves, bends, fittings, connectors and cages - all as per registered installer and forms part of gas installation requirements.	count	1		
k	Wire	all wiring - as per electrical and electrician prescripts	m	200		
Nr	Item	Description & Comments	Unit	Quant.	Unit- Price	Total Price
10	PIPING	Kitchen and Bathroom	**** **	*** ***		
a	"Copper	20mm nominal - all water provision at ablution above ground	m	40		
b	"Copper	"SABS FITTINGS" - all and price total	Coun t	1		

c	uPVC	50mm uPVC - dirty exits and vents	m	12		
d	uPVC	110mm uPVC - wc and gulley	m	12		
e	uPVC	uPVC fittings and glue - allow and price total	Count	1		
f	Insulation	sponge / rubber - round with tie straps or else hessing and Idpe	m	40		
g	Valves	25mm - Building, geyser and WC	Count	4		
11	BATHROOM	*****	**** **	*** ***		
a	Cabinet	Melamine, Pine, Painted Presswood - Small wall mounted - pivot door with mirror and 2 shelves - 300mm wide x 450mm high x 100mm deep (nominal sizes)	count	1		
b	wc	low level wash-down type complete with valve and pipework - include ceramic toilet roll holder	count	1		
c	Washbasin	narrow oval shape wall mounted complete with taps, piping and plugs	count	1		
d	Taps	Shower taps - Cobra or equivalent - complete - all inclusive to be operational	count	2		
e	Heads	Shower heads - complete sets - swivel - all inclusive to be operational	count	1		
f	Curtain	Shower curtain - complete with rails - all inclusive to be operational	count	1		
g	Trap	Shower P-trap - complete with elbows	count	1		
h	Air Brick	e.g Plastic one installed above windows and below roof line - purpose is airflow	count	6		

12	BEDROOM					
a	Cupboard - shelves	White Melamien - double sided 16mm - 500mm wide x 500mm deep x 2200mm high with 7 shelves and door closure. Hinges and handles include and edging is white melamien. Sizes is nominal nearest.	count	2		
b	Cupboard - hanging rail	White Melamien - double sided 16mm - 1000mm wide x 500mm deep x 2200mm high with 1 shelves at top inner, hanging rail below and 2 door closure. Hinges and handles include and edging is white melamien. Sizes is nominal nearest.	count	2		
c	Mirror	0.35m x 1.0m - scotch attachment	count	2		
13	KITCHEN					
a	"Sink"	1.2m x 0.6m (nominal) stainless steel double sit on sink installed in white 16mm 2 door cupboard with 2 shelves.40mm Melamine top for purpose of sink provision. Installation complete with plugs and dirty water p -trap outlet provision.	count	1		
b	Mixer	Hot and cold water pivot mixer - complete	count	1		
c	Cupboard - kitchen	2.3m high X 900mm wide x 600mm x 16mm white melamine 2 door cupboard complete with hinges, handles and 7 melamine shelves.(dimensions is nominal nearest to)	count	1		
d	Stove	2 plate gas stove 600mm x 350mm nominal attached to 9kg gas bottle in cupboard enclosure. Complete with 2 valve and regulator.	count	1		

e	Stove Cupboard	Cupboard will consist out of 3 drawers for pots and pans and one separate door cupboard for purpose of gas bottle placement. Drawer cupboard must be 900mm wide by 600mm deep and 900mm high. It must have 3 drawers complete with heavy duty rails (thick ones) and handles. Gas compartment is 500mm wide by 600mm deep and 900mm high. Cupboard top is 40mm melamine. All dimensions is nominal nearest to.	count	1		
15	LAUNDRY					
a	"Sink"	Concrete (double) - 1143mm x 635mm wide x 457mm deep complete with bibtaps (4) and p traps - functional installation	count	1		
16	LINTELS	*****	**** **	*** ***	*****	*****
a	Lintels and Windowsills	All brick built - quantify and cost inclusive of support provision	Count	1		
17	"DOORS	*****	**** **	*** ***	*****	*****
a	Outer doors	Type - 12 Panel - complete with hinges , locks and handles	count	2		
b	Inner doors	Hollow core flush panel - complete with hinges ,locks and handles	count	5		
c	Garage door	2.5m wide x 2.35m high brown chromadeck roll up door	count	1		
18	CEMENT	*****	**** **	*** ***	*****	*****
a	cement	42.5n - All purpose 50kg - cement needed for building purpose	count	41		
b	cement	42.5n - All purpose 50kg - cement needed for plaster purpose	count	12		

Nr	Item	Description & Comments	Unit	Quant.	Unit- Price	Total Price
19	WINDOWS	*****	**** **	*** ***	*****	*****
a	Toilet	E1 - 0.533m wide x 0.654m high - complete with bathroom glass	count	1		
b	Bathroom	E2 - 1.022m wide x 0.654m high - complete with bathroom glass	count	1		
c	Kitchen and Laundry	E2 - 1.022m wide x 0.654m high - complete with glass	count	2		
d	Lounge	C7 - 1.022m wide x 0.949m high - complete with glass	count	1		
e	Lounge	D4 - 1.511m wide x 1.254m high - complete with glass	count	1		
f	Bedrooms	D4 - 1.511m wide x 1.254m high - complete with glass	count	2		
g	Garage	NG12 - 2489mm long x 359mm high - complete with glass	count	1		
20	"EFFLUENT"	WC exit , 4500 Litres Septic tank and Absorption trench				
		Refer to drawing 1 ,2 and 3 on A4				
a	Pipe	110mm Upvc - drainage pipe - actual distance to be calculated and captured at site briefing	m	50		
b	Pipe	110mm uPVC - white slotted	m	7		
c	Fittings	Vent Horn Bend access heel 104° - WC	count	1		
d	Fittings	Air Vent and Cowl complete - WC	count	1		
e	Elbow	95 Plain bend - uPVC elbow - toilet purpose	count	1		
f	Fittings	Junction access 45 degree - refer to plan view - WC	count	1		

g	Pipe	110mm uPVC - drainage pipe - purpose is connection between fittings (cut and built)	m	6		
h	Fittings	Junction single plain 135°	count	1		
i	Fittings	Bend plain 22.5 - refer to plan view	count	1		
j	Fittings	Square junction - refer to section AA drawing 2 of 3	count	2		
k	Fittings	Rodding eye 45° - refer to plan view	count	2		
l	Fittings	Single socket - purpose of pipe joining	count	4		
m	Glue	PVC solvent cement 500 ml - purpose of pipe joining	count	1		
n	Excavations	length at site determined (m) x 0.4m x 0.3m - pipe trench	m ³	6		
o	Excavations	6m x 1.84m x 1.54m - septic tank	m ³	17		
p	Excavations	7m x 0.75m x 1.90m - absorption trench	m ³	10		
q	Concrete	5.15m x 1.54m x 0.1m - septic tank floor (mix 1:2:3)	m ³	1		
r	Concrete	1.5m x 0.3m x 0.15m - septic tank precast slabs (17 slabs)	m ³	2		
s	Reinforcing	10mm steel rod - re-inforcing for slabs	m	48		
t	Bricks	NFP or similar - 12.1m x 1.74m - running meter x height / 110	count	2500		
u	Plaster sand	13m x 1.74m x 0.01m - purpose of plastering	m ³	0,5		
v	Sand	Build sand - purpose of bricklaying	m ³	1		
w	Cement	42.5n - All purpose cement - brickwork	count	7		

x	Cement	42.5n - All purpose cement - plasterwork	count	2		
y	"Filling"	50mm stone or coarse gravel - refer to drawing 3 of 2	m ³	8		
z	"Filling"	Coarse sand or fine gravel - refer to drawing 3 of 3	m ³	3		
aa	Pipe	uPVC 50 - 50mm pipe - refer to plan for detail - wb and shower to gulley's	m	20		
ab	Elbow	Elbows - 110mm (refer to French drain for rest)	count	1		
Nr	Item	Description & Comments	Unit	Quant.	Unit- Price	Price
19	ACCESSORIES	*****	**** **	*** ***	*****	*****
a	Carbolineum	- wood trusses & beams to be treated (external & internal)	Liters	10		
b	Bosal pipe	Cover cable at transformer and building - refer to site inspection	m	6		
c	Primer	Universal Plasterprimer	Liters	20		
d	Primer	Universal Ceiling primer	Liters	40		
e	Topcoat	All walls - White Enamel	Liters	20		
f	Topcoat	Ceiling	Liters	40		
		Paint quantity is inclusive of steel frames - windows and doors	**** **	*** ***	*****	*****
g	Varnish	All panel doors	Liters	10		
20	WATER	Contractor must allow for 40mm hdpe class 6 from nearest indicated source towards building. This distance must be determined at site briefing session. Contractor must quote all inclusive price for fitting ,joints, elbows, valves and	count	1		

		for pipe being installed at minimum 400mm depth.				
a	Concrete	Pour 30 Mpa concrete slab of 3m x 3m x 0.15m reinforced with ref 193 steel	count	1		
b	Tank	Plastic tank of 10 000 liter installed on top of this slab - wind secured as same as on tankstand.	count	1		
c	Pump	Small booster pump able to deliver minimum 3000 l/hour at pressure of 25m. Functionally installed for purpose of supplying water under pressure to building. Auto activation on pressure drop. - not to exceed 0.75kW Pipe above ground level must be minimum 20mm galvanise.	count	1		
21	Solar	Contractor must engage registered solar installer/supplier and meet the minimum requirements as per qs indicated. Expectation is that occupiers will not use kettles and other high energy consumer appliances other than fridge, TV, radio and lights as provided. This systems must be designed to service house and all safety regarding overload and surge protection must be built in.	**** **	*** ***	*****	*****
a	Panels	330Watt panels functionally installed inclusive of combiner boxes, rails, frames, brackets and wiring.	count	15		
b	*Inverter	5 kW invertor	count	1		

c	Battery	Li - Ion battery 4.8 kW - functionally installed inclusive of wiring	count	1		
d	DB	Fully populated DC/DB" for purpose of solar	count	1		
e	Charge controller	If and where required	count	1		
22	COC	All electrical must be signed off by qualified registered electrician and the yellow form must be handed to site engineer.	count	1		
23	COC	All gas installation must be signed off by registered gas installer as per act required	count	1		
			Subtotal:			
			10% unforeseen			
			Subtotal:			
			Transport:			
			Labour			
			Subtotal:			
			15% VAT			
			Grand Total:			
Construction period in order to complete the project (working days)				Venue:		
Compulsory site inspection			Yes	Date:		
Name of Company:						

Contact - Name and Tel.nr"s			
Date:			
Full Name:		Signature:	
<p>* This is a supply, deliver and construction. Attending the site briefing is compulsory. Water and electricity provision during construction is the responsibility of the contractor.</p>			
<p>Item "others" only if depicted during site briefing. Indicate "zero" if none is prescribed during site briefing.</p>			
<p>This is functional turn key implementation. Plan and quantity schedule must be read together.</p>			

Developed: R Du Plessis (Prof.Tech.Eng)
100670091

Conditions of Contract:

- All the materials for the project must SABS approved
- SBD 6.2. must form part of the bid document: Sector Designation - Local Content
- Relevant **CIDB Grading 3 SH or Higher**.
- Compulsory Briefing Session.

South African Technical Specification (SATS) 1286:2011, Local content Declaration template (Annexure C, D & E) and the Guidance Document for the Calculation of local content is accessible to all potential bidders on the DTI official website: (<http://www.dti.gov.za/industrialdevelopment/ip.jsp>) at no cost.

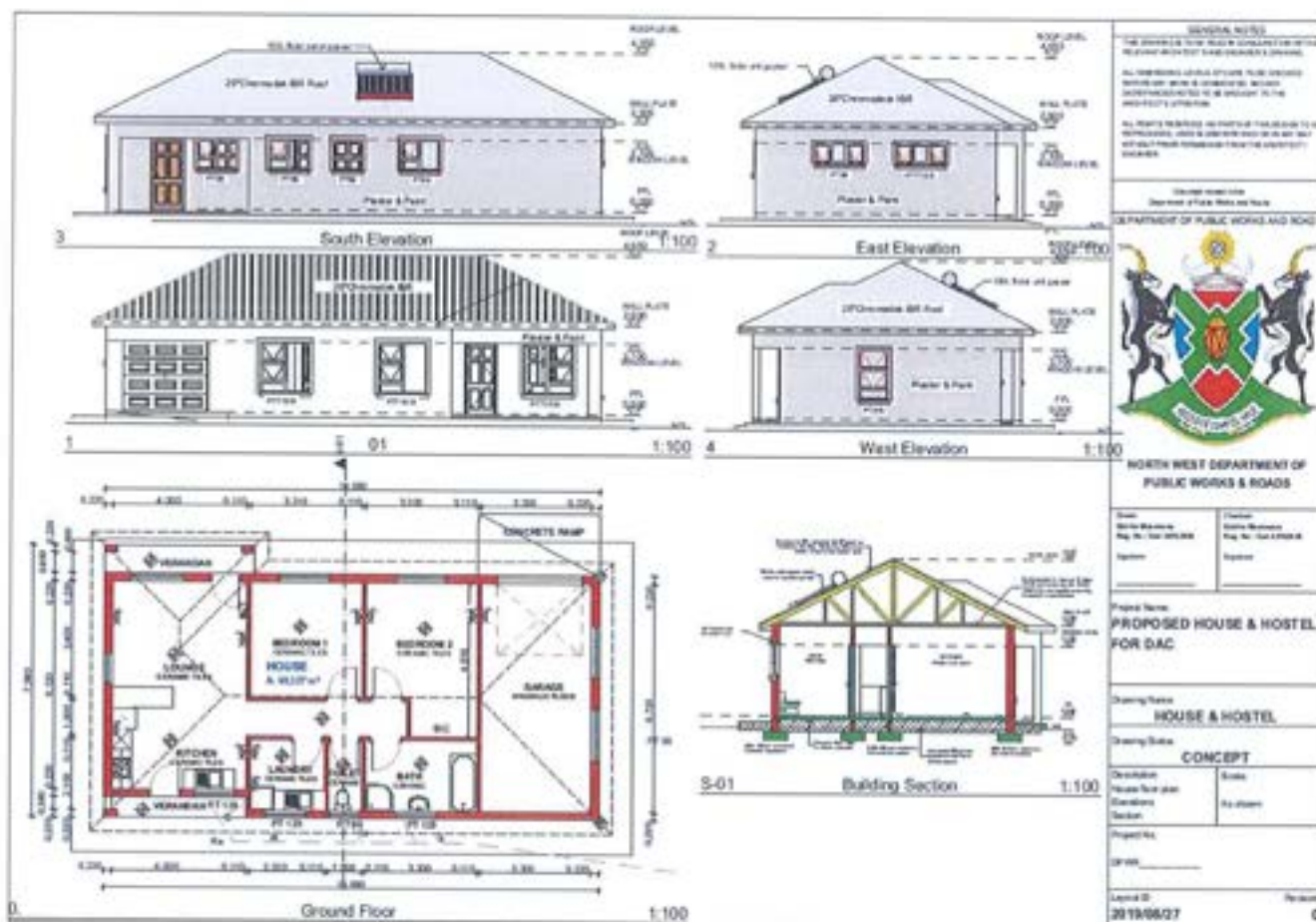
B. This bid will be evaluated in terms of the Local Content and production requirements for different categories of Steel Products and Components for Construction as follows:

Description		% Local Content
A. Steel Products and Components for Construction : Steel Value-added Products		100%
1.	Fabricated Structural Steel	100%
2.	Joining/Connecting Components	100%
3.	Frames	100%
4.	Roof and Cladding	100%
5.	Fasteners	100%
6.	Wire products	100%
7.	Ducting and Structural pipework	100%
8.	Gutters, downpipes and Lauders	100%
9.	Plates	100%
10.	Sheets	100%
11.	Galvanised and Colour Coated Coils	100%
12.	Wire Rod and Drawn Wire	100%

13.	Sections	100%
14.	Reinforcing bars	100%







**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF (DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT)

BID NUMBER: **13 DARD 02/2021** CLOSING DATE: **16 SEPTEMBER 2021** CLOSING TIME: **11:00**

DESCRIPTION: **APPOINTMENT OF SUITABLE CONTRACTOR FOR THE CONSTRUCTION OF A FOREMAN'S HOUSE AT MELTON RESEARCH FARM**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Agriculture and Rural Development

Agricentre Building

Corner Dr. James Moroka and Stadium Road

Mmabatho

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON: Mr. S Mothibi
TELEPHONE NUMBER: 018 389 5053
FACSIMILE NUMBER: N/A
E-MAIL ADDRESS: smothibi@nwpg.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON: Mr T Motene
TELEPHONE NUMBER: 018 289 6500
FACSIMILE NUMBER: N/A
E-MAIL ADDRESS: tmotene@nwpg.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS TAX COMPLIANCE SYSTEM PIN: OR CENTRAL SUPPLIER DATABASE No: MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX]
☐ Yes ☐ No ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF] ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE ENGAGED WITH NEGOTIATIONS BY THE CSIR THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.
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 CSIR 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 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:

.....

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:

.....

3 Full details of Directors / Trustees / Members / Shareholders.

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

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised

- d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **"prices"** includes all applicable taxes less all unconditional discounts;
- h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

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](http://www.thedti.gov.za/industrial%20development/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:

Description		Stipulated - % Local Content
B. Steel Products and Components for Construction : Steel Value-added Products		100%
1.	Fabricated Structural Steel	100%
2.	Joining/Connecting Components	100%
3.	Frames	100%
4.	Roof and Cladding	100%
5.	Fasteners	100%
6.	Wire products	100%
7.	Ducting and Structural pipework	100%
8.	Gutters, downpipes and Louvers	100%
9.	Plates	100%
10.	Sheets	100%
11.	Galvanised and Colour Coated Coils	100%
12.	Wire Rod and Drawn Wire	100%

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: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

deg m3 and

[illegible]

Signature of tenderer from Annex B

Date: _____

SBD 8

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	<p>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?</p> <p>(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 audi alteram partem rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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

.....
Position

.....
Name of Bidder

Js36SbW

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 *per 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.

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.

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.
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

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether

by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	6.	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: <ul style="list-style-type: none"> (a) (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank (b) located (c) in the purchaser's country or abroad, acceptable to the purchaser, in the form (d) provided in the bidding documents or another form acceptable to the purchaser; or (e) (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

	8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
	8.7	Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
	8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
	10.2	Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
	15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
	a)	the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- b) if the Supplier fails to perform any other obligation(s) under the contract; or
- c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by

- registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.