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INVITATION TO BID

13 DARD 15/2025: REFURBISHMENT OF PIGGERY UNIT AT POTCHEFSTROOM COLLEGE OF AGRICULTURE

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. Terms of reference
 - 3.5. 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 before the closing date and time as follows:

Location of bid box: Department of Agriculture and Rural Development; Ngaka Modiri Molema
District Offices, Training Centre Building

Physical address: Cnr. Onkgopotse Tiro Road and Moshoeshoe Drive, Mmabatho, 2735

**Identification details: REFURBISHMENT OF PIGGERY UNIT AT POTCHEFSTROOM COLLEGE OF
AGRICULTURE**

5. Closing date and time

The closing date and time for submission of bid offers is: **11 FEBRUARY 2026**

Briefing Session:

There will be a compulsory site briefing session at the project site/location, DRKK District -Potchefstroom College of Agriculture (PCA) on 29 JANUARY 2026 at 11h00

6. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.
7. A non-refundable fee of **R120.00** (Cash) is payable for this document. The fee must be paid at Office, Ngaka Modiri Molema District Offices, Training Centre Building, Cnr. Onkgopotse Tiro Road and Moshoeshe Drive, Mmabatho, 2735
8. For more information, please contact the following:

Department : Department of Agriculture and Rural Development

Contact Person : Ms M. Matsheka 018 384 3116 matshekam@nwpg.gov.za

Technical Person : Mr. P. Maselwanyane 018 285 0708 pmaselwanyane@nwpg.gov.za

9. BID REQUIREMENTS

- 9.1 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.
- 9.2 Bids will be valid for a period of 90 days.
- 9.3 All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.
- 9.4 The summary form and quantity list shall be **fully completed** and priced in the currency of the Republic of South Africa. If no amount is indicated to an item, it will be assumed that the cost of that item has already been included. Value Added Tax (VAT) must be indicated separately in the summary form.
- 9.5 Any arithmetical errors made during the completion of the Bid document will remain the responsibility of the contractor. After submitting the bids, no adjustment to the tendered rates will be allowed.
- 9.6 No bids from bidders who did not attend the Site Briefing Session or explanatory meeting will be accepted.
- 9.7 The Department of Agriculture and Rural Development reserves the right to accept any bid in whole or in part of bid and does not bind itself to accept the lowest bid or any bid and reserves the right to re-invite bids.
- 9.8 The Department may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the drafting of the contract. The Department shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such actions.

- 9.9 After the cancellation of a bid process or the rejection of all bid offers, the Department may abandon the proposed procurement and re-issue a similar bid notice and invitation to bid not less than three months after the closing date for bid offers or have it performed in another manner at any time.
- 9.10 9.10 Consultants and the directors of their companies that may have participated in the crafting of the terms of reference are excluded from tendering

10. REQUIRED DOCUMENTATION

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

- 10.1 Standard Bidding Documents (Original, fully completed and signed where applicable) Valid SARS Tax Pin and in case of registered Joint Venture, a valid SARS Tax Pin for the Joint Venture should be submitted, or Tax Pins of partners should be submitted.
- 10.2 In case of Joint Venture a valid agreement signed by all parties.
- 10.3 Proof of registration on the **Central Supplier Database (CSD)**
- 10.4 A Valid CIDB **3CE or higher**

11. EVALUATION METHODOLOGY:

The Evaluation Processes will entail the following phases:

- 11.1. Phase 1- Evaluation on Mandatory requirements as stated in 10 above.**
During this phase, bid documents will be checked for completeness and validity.
Issues as the attendance of the compulsory briefing session will be looked at.
- 11.2. Phase 2 – Technical/Functional Requirement and bidders who obtain 70 % or more**
will proceed to the next evaluation phase.
- 11.3. Phase 3 – Price and Points and Specific Points**
Evaluation in terms of Preferential Procurement Policy Framework Act, i.e. Evaluation on Price and Points for Specific Goals.


MS OLIVIA BODIGELO-NYEZI
ACTING HEAD OF DEPARTMENT

14/01/2025
DATE

TERMS OF REFERENCE

REFURBISHMENT OF PIGGERY UNIT AT POTCHEFSTROOM COLLEGE OF AGRICULTURE

1. INTRODUCTION

- 1.1. The Agricultural Sector Strategy of 2001 refers to several reforms that have reshaped the sector over the last ten years and recommends strategic interventions for achieving the vision of a united and prosperous agricultural sector; Comprehensive Agricultural Support Programme (CASP) is a vehicle in the realization of the set vision.
- 1.2. The program intends to mobilize and introduce competent young farmers who can enter the commercial farming industry or the mainstream job market. This will assist in compliance with the Employment Equity Act 55 of 1998 and the AgriBEE requirements.
- 1.3. The mandate of the Branch of Agriculture is to ensure that there is agricultural growth and development in the province with the focus on empowerment, poverty alleviation, income generation, unemployment, and job creation through the agricultural sector. Subsequently development program which include amongst others CASP have been put in place as catalyst or a vehicle in the realization of the set objectives.
- 1.4. The Farmer Support Services Directorate is in the process of implementing this action-oriented program (CASP) throughout the province. The program aims to provide agricultural support services to farmers through district services to ensure that there is a sustainable management of agricultural resources, sustainable Agricultural Development and meaningful contribution to the economy of the North West Province.
- 1.5 It is against this background that the Department of Agriculture and Rural Development (DARD), through its Agricultural Producer Support and Development APSD) seeks to appoint competent and suitably qualified service provider for the **REFURBISHMENT OF PIGGERY UNIT AT POTCHEFSTROOM COLLEGE OF AGRICULTURE**
- 1.6 The project is located at Potchefstroom Townlands, Chris Hani Street which is approximately JB Marks Local Municipality under Dr. Kenneth Kaunda District in North West Province.

2. REFERENCE TO NATIONAL TREASURY GUIDELINES

- 2.1. This Request for Bids (RFB) documents details the scope of work about the

REFURBISHMENT OF PIGGERY UNIT AT POTCHEFSTROOM COLLEGE OF AGRICULTURE

Project in Dr Kenneth Kaunda District. The RFB incorporates, as far as possible, the tasks and responsibilities of the potential service provider, required by the North West Department of Agriculture and Rural Development (DARD) in terms of construction of the structure.

- 2.2. The Department of Agriculture and Rural Development (DARD) has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under section 76 of the Public Finance Management Act 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

3. PURPOSE OF THIS RFB

The purpose of this Request for BID (RFB) is to invite interested and qualified service providers to submit competitive bids for the **REFURBISHMENT OF PIGGERY UNIT AT POTCHEFSTROOM COLLEGE OF AGRICULTURE**

4. APPOINTMENT TERMS

- 4.1. The successful service provider will be appointed for the duration of the project as outlined in the Service Level Agreement (SLA).
- 4.2. Once bids have been received, evaluated, and adjudicated upon, only the successful bidder will be approached to enter into a formal agreement with the Department.
- 4.3. **It is a requirement for the successful bidder to employ general labourers from local communities.**

5. PROJECT LOCATION

refurbishment of piggery unit at Potchefstroom College of Agriculture, Local municipality of JB Marks

6. PROJECT DESCRIPTION

The project work execution is to be prepared and implemented in four phases as described below:

6.1 Regulatory (obtaining of water, electricity authorization)

6.2 Site establishment

6.3 Supply of all materials and equipment.

6.4 Construction of the facility.

6.4.1 Brick works.

6.4.2 Plastering where indicated.

6.4.3 Water reticulation/Plumbing work.

6.4.4 Installation of the specified equipment.

NB: This Contract covers all 4 phases.

7. SCOPE OF WORK

The following are the detailed of scope of work for the project. Details of these works are specified in project technical specifications. This contract entails the regulatory, site clearance, supply of all building materials and equipment, included under Section 19 (project technical specifications).

7.1 Preparatory

7.1.1 Regulatory: verification of all municipal by – laws and authorization before construction.

7.2 Implementation

7.2.1 Site establishment

7.2.2 Supply and delivery of **all building materials and equipment** to site.

7.2.3 **Construction of all sub/super structure:** brick work, plastering, drainage etc. to specifications.

7.2.4 Supply of all materials for installation of all **water and electrical reticulation.**

7.2.5 Installation of finishes to the structure and related areas as specified.

8. SPECIAL CONDITIONS

8.1. Where an entity forms a joint venture or a consortium with (an) other entities(y), the parties to this agreement must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.

- 8.2. All prospective bidders (s) shall have to treat all available data provided by the Department in the process as strictly confidential and not for any form of distribution or use unless an express written approval is obtained from the Head of the Department in advance.
- 8.3. Successful bidders must be able to establish site within one (1) week and actual work to start within one week from receipt of an official order.
- 8.4. The service providers who meet the minimum requirements in terms of the evaluation will be considered for appointment.

9. LOGISTICAL ARRANGEMENTS

- 9.1. The prospective bidder will be expected to complete SBD documents when submitting the bids. The quotation or bid will include the details of the assignment and will be evaluated in terms of Preferential Procurement Preferential Procurement Policy Framework Act 05 of 2000 and Regulations of 2022.
- 9.2. Once appointed, an order number will be issued to the service provider which must be used in all future financial related correspondences.
- 9.3. No up-front payments will be made. DARD will pay for satisfactory completion of work within 30 days of submission of the invoice.

10. TIME FRAMES

The service providers will be expected to commence with the work within one (1) week of appointment. If there is a delay, reasons should be provided and agreed upon by both parties. The timeframe for the completion of different activities will be specified in the SLA and must be strictly adhered to. Delivery schedule must be submitted together with the quotations.

11. CANCELLATION

DARD reserves the right to cancel the contract if the service provider fails to adhere to the conditions of the contract.

- 11.1. On termination of the contract for whatever reason, the service provider shall on Demand, deliver, without the right to retention all documents and information gained in terms of this agreement.

12. CONTRACTUAL ARRANGEMENTS

A standard agreement will be drawn up detailing all contractual obligations and it will be expected of the service provider to sign such with the Department. The Department will

become the owners of any intellectual property that may be a product or an outcome of these projects.

13. EVALUATION METHODOLOGY

DARD has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder(s). The minimum standards consist of the following:

- 13.1 Mandatory Requirements (Phase 1) – Evaluation on Mandatory requirements
- 13.2 Technical Evaluation Criteria (Phase 2) – Bidder(s) must attain a minimum of **70 out of 100 points** to be in the list of approved service providers. This might include physical visits.
- 13.3 Preference Points (Phase 3) – Price and Specific Goals

13.4 Phase 1- Evaluation on Mandatory Requirements:

This phase will entail initial screening of bid responses received at close of bid. During this phase bid responses are registered and to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all mandatory requirements.

The prospective bidders are required to ensure that original bid documents are completed and signed where applicable and ensure that the following documents are submitted:

13.4.1 A copy of the company central supplier database (CSD) registration report.

The status on the CSD report must be tax compliant.

13.4.2 Original, fully completed and signed Standard Bidding Document

13.4.3 SARS Tax Pin.

13.4.4 For joint venture to be considered and points allocated accordingly, the following documents are required:

13.4.4.1 Agreement between the parties of the joint venture

13.4.4.2 Both parties must be registered on the Central Supplier Database with a Tax compliance status and both parties must make full disclosures as required by SBD 4.

13.4.5 CIDB Grade Certificate **3CE or higher**

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.

13.5. Phase 2 – Technical / functional Requirements:

This evaluation will be based on the responses using the resource requirements i.e. equipment and machinery, previous experience, expertise in resources, infrastructure and financial strength. The threshold values set for the qualification of bid is **70 % or 70 points out of 100** and all the bidders who score below this score will be eliminated.

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

NO.	CIRTERIA	MAXIMUM SCORE
1. Machinery and Equipment	- Hired equipment and machinery (Proof of agreement to hire and proof of ownership from the lessor to be attached) - Own equipment and machinery (Proof of ownership to be attached) NB: Proof of ownership will be subjected to verification	20
	TLB - Proof of Ownership = 10 - Proof of Rental Agreement = 08 - no proof = 0	10
	At least 10m3 tipper truck - Proof of Ownership = 10 - Proof of Rental Agreement = 08 - No proof = 0	10
2. Value of Projects (Cumulative)	The contractor to provide a list of all previous similar projects bidding undertaken in the last 5 years accompanied by a completion certificate/s signed by Project Manager as proof with the following values: NB: Submission of information may be subjected to verification	15
	- Above R 2 000 000 = 15 - R 1 000 001-R2 000 000 = 10 - R100 000 – R1 000 000 = 5	
3. Number of Projects	Previous Track Record of similar work done by the contractor in the last five years: (Proof of completion certificates must be attached) Submission of information may be subjected to verification	20
	- More than 3 completion certificates = 20 2-3 completion certificates = 10 1 completion certificate = 5	
4. Financial Capability	The bidder must demonstrate Financial Capability by providing the following Bank rating letter: -	10
	- A rating = 10 points - B rating = 5 points - C rating = 0 points Latest bank rating letter (less than 3 months)	
5. Locality	Bidders will be allocated points in relation to their business address - North West address = 35 - Any other address = 5	35
TOTAL POINTS	NB: Minimum Threshold: Bidders scoring less than 70 points during this stage would not be considered for the next stage of evaluation All submitted documents will be subjected to validation	100

Kindly note that the shortlisted bidders may be subjected to site inspections where the information submitted will be verified.

14. Phase 3 – Price and Specific Goals

15. DEPARTMENTAL RIGHT

The Department reserves the right to award the bid in its entirety to one successful bidder or to award individual units or structures to various bidders.

16. DURATION OF THE CONTRACT

The successful bidder/s will enter into a once off contract with the department clearly stipulating terms and conditions of the agreement. The required deliverables will be communicated and agreed upon with the bidder. The contracted bidder/s will be legally bound to deliver within the set duration of the contract.

17. Enquiries

Technical Enquiries: Mr. P. Maselwanyane (018 285 0708)

Administrative Enquiries: Ms. M. Matsheka (018 384 6080)

18. PROJECT TECHNICAL SPECIFICATIONS

IMPORTANT:

The Contractor should consult the Engineer for advice in case the Drawings or Bill of Quantities were to contradict in any way any of the specifications listed below.

18.1 Details of Contract

18.1.1 Supply and delivery to site of all materials and equipment required for the work.

18.1.2 Construction/Installation of all **sub and super structure**, foundations, brickwork, etc.

18.2 Preliminaries and General

The Contractor is to note that all site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the Contractors responsibility and attention throughout the contract duration until handover of the project. The Department reserves the right to stop progress of the works until these conditions are complied with.

18.3 Earthworks and Site Preparations

Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply. All installations and construction work must be according to the following SABS:

- Site preparations & establishment: SABS 1200 AA (4);
- Setting out of works: SABS 1200 AA (5.1.1);
- Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy II for all bases;
- Restricted Excavations: SABS 1200 AA (5);
- SABS 1200 DA (5.1; 5.2.2);
- SABS 1200 LB: Bedding (Pipes);

- SABS 1200 GA: Concrete small works; and
- SABS 1200 DA (Earthworks: small works).
- SANS Standards, i.e. SANS10400 etc.

18.3.1 The site must be cleared and stripped of all plant materials, roots and topsoil prior to site levelling.

18.3.2 The site is to be levelled prior to any construction. This includes excavation of in situ material to provide a level platform and well-compacted sub base for the structure.

18.3.2 Material excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used.

18.4 Materials and Construction

All materials must conform to SABS specifications for the products. This includes all items such as bricks, brick reinforcement, damp proofing, plumbing and drainage etc. All construction works must conform to the applicable standard specifications and installation requirements as per the latest National Building Regulation and building standards (NBRBSA) requirements and manufacturer's recommendations.

18.5 Brick Works

The use of any clay masonry units require that the units are wet before being laid and the course of units last laid shall be wet before laying a fresh course upon it. All brickwork shall be built in stretcher bond in class II mortar for super structure walls. The mortar is to be a general-purpose mix (class II).

18.6 House Accessories

18.6.1 All required accessories and fittings for electrical and plumbing reticulation works must be according to the BOQ below.

18.6.2 Materials must be SABS approved.

18.7 Electrical

18.7.1 All electrical work (connection to the grid, installation of the lights and switches) to be done by a licensed electrician and certificate of compliance (CoC) must be submitted.

18.7.2 Connection to the grid is only to be made from a legal connection which has not been tampered with and which has a sealed and working meter measuring consumption.

18.7.3 All installations must be according to BoQ per subject.

19. BILL OF QUANTITY

PREAMBLE

19.1 The General Conditions of Contract, the Special Conditions of Contract, the Specifications conjunction with the Schedule of Quantities.

- 19.2 The Bidder is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.
- 19.3 Any additional work that the contractor deems necessary must first be approved in writing by the site engineer.
- 19.4 Unless otherwise stated, items are measured net in accordance with the Schedule of Quantities and Drawings and no allowance has been made for waste.
- 19.5 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described. Such prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 19.6 A price or rate is to be entered against each item in the Schedule of Quantities whether the quantities are stated or not. An item against which no price or rate is entered will be considered to be covered by other prices or rates in the schedule and no payment for that item will be made.
- 19.7 Items and requirements indicated on any drawing but not specifically mentioned in the schedule of quantities must be included in the total pricing. No additional payment for such items or requirements will be made.
- 19.8 The Bidder must price each item in the Schedule of Quantities in **BLACK INK**.
- 19.9 All prices and rates shall **include** value added tax (VAT).
- 19.10 Supply, delivery and functional installation.

BOQ FOR THE IMPLEMENTATION OF THE PROFESSIONAL ENGINEERING ASSESSMENT FOR THE REFURBISHMENT OF PIGGERY UNIT AT POTCHEFSTROOM COLLEGE OF AGRICULTURE

No.	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
1.	SECTION A: PRELIMINARIES AND GENERAL				
1.1	Compliance with all clauses of the Contract and Works Information - Contract administration - Bi-monthly client representative meetings for quality monitoring and progress reporting	Sum	1		
1.2	Compliance with the law, regulations and bylaws, insurance and liabilities	Sum	1		
1.3	Contract nameboard as per Drawing no. 11500000-00	Sum	1		

1.4	Air-conditioned office accommodation with suitable tables and chairs for meetings and storage sheds	Sum	1		
1.5	Laboratories Concrete Cube Tests (incl. cube casting, curing and crushing)	No.	8		
1.6	Ablutions and latrine facilities with weekly service - Male Toilet (1x) - Female (1x)	Sum	1		
1.7	Plant (machinery and equipment) site establishment (machinery type to be specified), where specialist equipment will be required, the bidder will provide a priced list on Annexure A. 1 x TLB 1 x 10m³ tipper truck 1 x 5kVa Generator 1 x 50mm Water pump 2 x Compactor rammer	Sum	1		
1.8	Compliance with the stipulations of the Environmental Programme Act and all other statutory environmental requirements - Environmental Management Plan to be provided	Sum	1		
Compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory *Items are payable on receipt of stated items Adherence to all conditions pertaining to the OHS Act, including but not limited to the items listed below:					
1.9	Provision of Occupational Health and Safety Plan	Sum	1		
1.10	Provision of a SAFETY file	No	1		
1.11	Provision of a medical aid kit on site	No	1		
1.12	Supply and provision of safety clothing- (PPE) to all workers on site	Sum	1		
1.13	Adherence to and Compliance with the Employers Health, Safety, Environmental and Quality (HSEQ) Plan	Sum	1		
1.14	Site security for the works for duration of the contract to safeguard Contractor facilities and works under this contract	Sum	1		
1.15	Removal of site establishment	Sum	1		
1.16	Supervision for contract duration	Sum	1		

1.17	Appointment of an ACCREDITED safety person on site	Sum	1		
1.18	Company and Head Office overhead costs	Sum	1		
1.19	Setting out of work (Surveying levels to be completed)	Sum	1		
1.20	Provide "As Built" drawings and Operating and Maintenance Manuals	Sum	1		

No.	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
2	SECTION B: BUILDER'S WORK				
	Install galvanised steel square gutters including downpipes and make good remaining surfaces and finishes				
2.1	75mm x 100mm x 6.0m square gutter fixed to fascias	m	73		
2.2	75mm x 2.7m galvanized steel round downpipes with offsets, soldered shoes and brackets	m	21		
	Replacing sundry joinery work				
2.3	Cornices from ceilings similar to existing	m	55		
	Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, etc				
2.4	Plaster from internal walls with a thickness range of 10-15mm	m ²	313		
	Making good cement plaster				
2.5	Re-instate hacked up/off plaster. Cast new plaster on internal walls as per SANS 2002-Construction Works Part EM1: Cement Plaster with smooth finish	m ²	313		
	Removal of existing works				
2.6	Two lines double leaf skin for lintel installation	m ²	1.5		
	Prestressed fabricated lintels				
2.7	110 x 75mm Lintels in lengths not exceeding 3m	No	4		
	Site clearance				
2.8	Clear site of debris	m ²	C.O. S	R120	
	Piggery Unit Pens				
2.9	Removal of existing concrete slats and installation of 30 x 20MPa Reinforced concrete slats	No	30		
2.10	20Mpa reinforced concrete (Refer to Drawing No. 11500000-502)	m ³	10		
2.11	Masonry walls (Refer to Drawing No. 11500000-502)	m ²	10		

No	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
3	SECTION C: PAINTWORK				
	Colours Unless otherwise described all paintwork shall be reinstated as existing in accordance with SANS 1091. Previously painted brick walls Where hairline cracks are evident, fill in cracks with suitable filler. After the filler has been applied and dried, sand over lightly to smooth before painting. Where applicable, open up deeper cracks in a "V" formation, remove residue, seal and fill cracks. Previously painted plastered surfaces Surfaces shall be thoroughly washed down to remove dirt and other contaminants and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler, sanded smooth and the surface coated with an approved primer. The engineer will inspect the walls prior to paintwork				
	ON PLASTER				
	Prepare and repair as specified, brush to remove all loose contaminants, rinse and apply suitable bonding liquid one coat alkali resistant primer and two coats approved high gloss enamel paint. All painting shall be carried out in strict accordance with "Plascon" or equally approved specifications Paintwork to continue on Engineer's instruction				
3.1	On ceilings	m2	192		
3.2	On interior walls	m2	520		
No	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
4	SECTION D: TRENCH EXCAVATION FOR SEWER in accordance with SABS 1200DB. Excavate in all materials for trenches, compact to 95 % MOD AASHTO and dispose of surplus material at designated approved dumpsite.				

	Excavation in earth not exceeding 2m deep for proposed sewer pipeline				
4.1	Trenches drawing no. 11550000-100	m ³	30		
	Excavation in earth exceeding 2m and not exceeding 4m deep for proposed sewer pipeline				
4.2	Trenches. Reference to drawing no. 11550000-100	m ³	30		
	Extra over all excavations for carting away for proposed sewer pipeline				
4.3	Surplus material from excavations and/or stockpiles and site debris to a designated approved dumping site located by the contractor. (Provisional, only on engineer's instruction)	m ³		R58.00	
	Keeping excavations free of water				
4.4	Keeping excavations free of all surface water (inclusive of rain water) and subterranean water by using a 500 litre per minute pump	hr		R180	
	FILLING, ETC				
	Earth filling obtained from imported selected materials compacted to 98% Mod AASHTO density in layer thicknesses not exceeding 150mm for proposed sewer pipeline				
4.5	Pipe bedding and backfilling to trenches using G5 material. Bedding cradle class C of selected imported fill material under and around pipes. (paid on delivery note)	m ³	29		
	SEPTIC TANK EXCAVATION				
4.6	Bulk excavation and in-situ compaction to 95% MOD AASHTO	m ³	16		
	Extra over all excavations for carting away for septic tank excavation				
4.7	Surplus material from excavations and/or stockpiles and site debris to a designated approved dumping site located by the contractor. (Provisional, only on engineer's instruction)	m ³		R58.00	
	Keeping excavations free of water				
4.8	Keeping excavations free of all surface water (inclusive of rain water) and subterranean water by using a 500 litre per minute pump	hr		R180	
	FILLING, ETC				
	Earth filling obtained from imported selected materials compacted to 98% Mod AASHTO density in layer thicknesses not exceeding 150mm for septic tank				
4.9	Backfilling around septic tank using G7 material. Compact layers in 150mm lifts at 97% MOD AASHTO	m ³	5		

ATTENUATION POND					
4.10	Excavate and make good slope of attenuation pond inlet channel (Refer to drawing No. 11500000-101)	m ³	7		
4.11	Excavate sedimentation bay and attenuation pond, shape and compact in-situ berm (Refer to drawing No. 11500000-101)	m ³	4		
4.12	Excavate and compact attenuation pond (Refer to drawing No. 11500000-101)	m ³	10		
4.13	Excavate bedding for weir (Refer to drawing No. 11500000-101)	m ³	1		
Stone Lining					
4.14	Dump-rock lining of attenuation pond inlet channel (Refer to drawing No. 11500000-101)	m ³	2		
4.15	Dump-rock stabilization of sedimentation bay and attenuation pond (Refer to drawing No. 11500000-101)	m ³	3		

No	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
5	SECTION E: SEWERAGE AND WATER RETICULATION				
	Excavations				
	No claim for rock excavation will be entertained unless the Contractor has timeously notified the site Engineer thereof prior to backfilling. 'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'. If the contractor encounters rock, the site engineer will provide instruction on how to proceed. Laying, backfilling, bedding, etc. of pipes Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions. Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches, etc. shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SABS 1200LD.				
	Heavy duty (Class 34) uPVC sewer and drain pipes in accordance with SABS1200 LD and SABS 791				
5.1	110mm Pipes laid in trenches not exceeding 1m depth, backfilling and compaction to 98% MOD AASHTO	m	30		

5.2	110mm Pipes laid in trenches not exceeding 2m depth, backfilling and compaction to 98% MOD AASHTO	m	30		
Extra over uPVC pipes for fittings					
5.3	110mm End cap	No	2		
5.4	110mm Junction – tee junction	No	2		
5.5	110mm Rodding eye	No	2		
Inspection chambers, (covers elsewhere measured)					
5.6	Precast inspection chamber 750mm diameter exceeding 1000mm and not exceeding 1500mm deep internally	No	1		
5.7	Precast inspection chamber 750mm diameter exceeding 1500mm and not exceeding 2000mm deep internally	No	2		
Gratings, covers, etc					
5.8	560mm Diameter 176kg type 2A cast iron manhole cover and frame	No	3		
Subsoil septic tank					
5.9	Remove existing septic tanks and disposed at approved dumping site. Install new 2500L SABS subsoil septic tank. (Refer to drawing No. 11500000-101)	No	1		
Septic tank slab					
5.10	20MPa Concrete cover slab (Refer to drawing No. 11500000-101)	m ³	1.02		
5.11	20MPa Concrete tank slab (Refer to drawing No. 11500000-101)	m ³	2.04		
Gratings, covers, etc					
5.12	Type 4 Maverick or similar approved polymer cover and frame with locking device cast into slab. (Refer to drawing No. 11500000-101)	No	1		
Masonry Walls					
5.13	Double leaf brick wall with brick force for septic tank chamber. (Refer to drawing No. 11500000-101)	m ²	24		
5.14	Excavate through existing tarmac/brick paving to expose existing damaged foul sewer pipe to allow for repair, including temporarily blanking off main, all necessary excavation, backfilling and reinstating of surface finish, all to match existing (pipe repair to be measured prior to installation). Backfill with G5 material. (paid on delivery note)	m ³	15		

	Sundries				
5.15	Testing municipal water pipe system	No	1		
	Repairs to existing watermains				
5.16	Excavate not exceeding 2m deep to expose existing leaking watermain to allow for repair, including temporarily shutting down main, all necessary excavation, backfilling and reinstating, all to match existing (pipe repair elsewhere measured)	m ³	15		
5.17	Excavate exceeding 2m and not exceeding 4m deep to expose existing leaking watermain to allow for repair, including temporarily shutting down main, all necessary excavation, backfilling and reinstating, all to match existing (pipe repair elsewhere measured)	m ³	15		
6	SECTION F: STORMWATER DRAINAGE				
	Attenuation Pond				
6.1	Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar - Weir construction (Refer to drawing No. 1150000-101)	m ²	10		
	Building Apron Slab				
6.2	15Mpa in-situ concrete building apron slab (0.8m wide). (Refer to Drawing No. 11500000-001)	m	18		
7	SECTION G: ELECTRICAL				
	Low Voltage Installation				
	Low Voltage Cable 600v/1000v Pvc/Swa/Pvc (Armoured Cable) Installation				
7.1	16mm ² 4C Cu PVCSWAPVC Cable (Refer to single line diagram Drawing No. 11500000-E-700)	m	150		
7.2	10mm ² BCEW (Refer to single line diagram Drawing No. 11500000-E-700)	m	170		
7.3	10mm ² 4C Cu PVCSWAPVC Cable (Refer to single line diagram Drawing No. 11500000-E-700)	m	20		
	Low Voltage Cable Termination				
7.4	16mm ² 4C Cu PVCSWAPVC Cable	No	2		
7.5	10mm ² BCEW	No	4		
7.6	10mm ² 4C Cu PVCSWAPVC Cable	No	2		
	LOW VOLTAGE DISTRIBUTION BOARD				
7.7	New 400V Main Kiosk	No	1		

7.8	New 400V Distribution Board	No	1		
WIRING					
7.9	Surfix Cable 1.5mm ² 2 Core + Earth (Flat)	m	400		
7.10	Surfix Cable 2.5mm ² 2 Core + Earth (Flat)	m	200		
7.11	4mm ² Norsk 4+Earth	m	100		
7.12	6mm ² Norsk 4+Earth	m	100		
WIREWAYS					
Cable Ladder					
7.13	100mm wide cable ladder including accessories	m	60		
7.14	150mm wide Mesh wire including accessories	m	90		
Trunking					
7.15	P9000 trunking complete with covers, hangers and accessories	m	100		
PVC CONDUITS INCLUDING ACCESSORIES					
7.16	20mm Ø PVC	m	300		
7.17	25mm Ø PVC	m	60		
7.18	32mm Ø PVC	m	10		
SMALL POWER					
7.19	Single Switched Socket Outlet (Refer to Drawing No. 11500000-E-200)	No	10		
7.20	Steel 2-Compartment Powerskirting (Refer to Drawing No. 11500000-E-200)	m	15		
ISOLATORS					
7.21	30A Double Pole Isolator for 2x Air Conditioning Units in classrooms and kitchen hydro-boil.	No	3		
LIGHTING					
7.22	2X18W 1200mm LED Fitting IP65 Waterproof (Refer to Drawing No. 11500000-E-100)	No	23		
7.23	18W LED Round Panel Down Lighter. (Refer to Drawing No. 11500000-E-100)	No	16		
7.24	15W LED Outdoor Ip5 Waterproof Wall Mount Bulkhead. (Refer to Drawing No. 11500000-E-100)	No	10		
LIGHT SWITCH					
7.25	16A 1-Lever 1-Way Light Switch. (Refer to Drawing No. 11500000-E-100)	No	6		

7.26	Photocell - 25A Day and Night Control Switch. (Refer to Drawing No. 11500000-E-100)	No	1		
7.27	Decommissioning of existing installation	Sum	1		
7.28	Testing and commissioning of the installation and issue required certificates of compliance	No	1		
8	SECTION H: SPECIALIZED SERVICES				
8.1	Earthing and Lightning Protection System	Sum	1		
	Solar Hot Water Generation (Refer to Tender Briefing Notes)				
8.2	Solar Collectors	Sum	1		
8.3	150ltr Water Storage Tanks	No	1		
8.4	Heat Exchanger Tubes	Sum	1		
8.5	Water Circulating Pump	No	1		
8.6	Piping	Sum	1		
8.7	Piping Insulation	Sum	1		
8.8	Solar System Controller	No	1		
8.9	Mounting Hardware	Sum	1		
8.10	Testing and Commissioning	Sum	1		
8.11	50kVA Generator Annual Service by registered and qualified person.	Sum	1		
	Automatic Feeding System (Refer to Tender Briefing Notes)				
8.12	Replace existing Automatic Feeding Control Box (Dry Rapid Controller by Big Dutchman or equivalent approved by Site Engineer)	No	2		
8.13	Replace existing low voltage supply cable with similar for the control box and motors	m	100		
8.14	Check mechanical functionality of the system and replace where required (by Big Dutchman)	Sum	1		
8.15	Testing and Commissioning	Sum	1		
	Existing Borehole Pump (Refer to Tender Briefing Notes)				
8.16	Test and repair existing borehole pump control box	Sum	1		
8.17	Test low voltage supply cable and replace	Sum	1		
8.18	Replace existing 0.75kW Borehole Pump with similar.(Only if required on Site Engineer's Instruction)	No	1		
8.19	Testing and Commissioning	Sum	1		

SECURITY AND MONITORING					
Access Control System (Refer to Drawing No. 11500000-E-500)					
8.20	Access Control System Door Controller complete with backup battery and power supply. (Quantity may vary depending on equipment specification but assumption made for 2x access controlled doors per door controller)	No	1		
8.21	Biometric/Card reader (fingerprint & card)	No	1		
8.22	600 lbs Electromagnetic Door Lock (Including ZL Bracket)	No	1		
8.23	No-touch Exit Sensor	No	1		
8.24	Resettable Green Break Glass Unit	No	1		
8.25	Magnetic Door Contact	No	1		
8.26	4-Core Stranded, Shielded Twisted Pair (STP) cable, 0.22mm ²	m	60		
8.27	20mm Ø Flexible Conduit Sprague, include all couplings	m	20		
8.28	Testing and Commissioning	Sum	1		
CCTV System (Refer to Drawing No. 11500000-E-400)					
8.29	Camera 4MP Dome PoE Camera	No	6		
8.30	Camera 4MP Bullet PoE Camera	No	2		
8.31	16 Channel NVR PoE including monitor and mouse				
8.32	4TB Hard Drive (compatible with NVR for playback recording)	No	1		
8.33	CCTV Licensing (license may be required for NVR & Camera based on technology specification submitted)	Sum	1		
8.34	Cat 5 Cable	m	100		
8.35	Testing and Commissioning	Sum	1		
Fire Detection (Refer to Drawing No. 11500000-E-300)					
8.36	ZP2 Fire control panel	No	1		
8.37	Programming of panel	Sum	1		
8.38	Logbook holder, logbook and instruction manual	No	1		
8.39	Detectors Bases	No	5		
8.40	Optical Smoke Detector - below ceiling and surface mounted	No	4		
8.41	Optical Smoke and Heat Detector - below ceiling and surface mounted	No	1		

8.42	Combined Sirn and Strope Lights Unit (RED)	No	1		
8.43	FR- 20 fire resistant cable	m	60		
8.44	2.5mm ² PVC insulated wiring and terminations in power distribution board for power supply to the control panel	m	60		
8.45	20mm Ø PVC conduit, complete with raised saddles, couplings, adaptors, factory bends, draw boxes and end caps.	m	20		
8.46	Testing and Commissioning	Sum	1		
Wi-Fi					
8.47	NVR with Built-in PoE Switch	No	2		
8.48	Router	No	1		
8.49	Structured cabling	m	150		
8.50	Network cabinet 12U	No	1		
8.51	Power backup (UPS)	No	1		
8.52	Testing and Commissioning	Sum	1		

BOQ SUMMARY

SECTION	DESCRIPTION	AMOUNT
A	PRELIMINARIES AND GENERAL (CIVILS AND ELECTRICAL)	
B	BUILDERS WORK	
C	PAINTWORK	
D	TRENCH EXCAVATION FOR SEWER	
E	SEWERAGE AND WATER RETICULATION	
F	STORMWATER DRAINAGE	
G	ELECTRICAL WORKS	
H	SPECIALIZED SERVICES	
SUB -TOTAL		
ADD 10%CONTINGENCIES		
SUB TOTAL		
ADD 15%VAT		
GRAND TOTAL		

Annexure "A"

EQUIPMENT LIST

If my/our tender is successful, I/we of
undertake/s to place the following equipment on the site for the execution of the works:

NAME AND DESCRIPTION	QUANTITY

In accordance with Clause 4.9 of the GCC, I/we undertake not to remove any plant and/or equipment from the construction site without the written consent of the Engineer, which consent shall not be unreasonably withheld.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

Annexure "B"

DAYWORKS

This dayworks table shall be completed by the Contractor as fully detailed as possible since it is to be used to put a valuation upon additional or substituted work which by their nature cannot conveniently be valued at the rates tendered by the Contractor and where the Contractor has been instructed to carry out such work on a daywork basis.

The Contractor is required to fill in the schedule listed below with prices for labour, plant and materials for the work that shall be executed in terms of Clause 6.5.1 of the GCC, forming part of the Contract Documents.

ITEM	DESCRIPTION	UNIT	RATE
1	<u>LABOUR:</u> In the rates tendered, the Contractor shall allow for the use of all small tools, e.g. picks, shovels, hammers, etc.		
(a)	Unskilled labourers	Hour	
(b)	Skilled tradesmen	Hour	
(c)	Gangers	Hour	
(d)	Plant Operators	Hour	
2	<u>MATERIALS:</u> For the supply and use including delivery charges on the site where the material is built into the permanent works.		Cost plus 15% (Fifteen per cent)
3	<u>PLANT:</u> Under this heading, the Contractor is required to list the operating and standing charges for all the plant he proposes to use in terms of this Contract on daywork and shall insert the rates for the use of such plant in terms of this Contract on a plant hire basis, priced per hour inclusive of all fuel, equipment, etc., but excluding the plant operator's cost which will be taken as listed above in Item 1.		

Annexure "C"

SPECIFICATION FOR BUILDING

CIVIL & ELECTRICAL SERVICES CONSTRUCTION

GENERAL SPECIFICATION

GENERAL

- The work to be carried out under this contract comprises of the civil and electrical services construction for the existing Piggery Building.
- The Building Project Specification shall be read in conjunction with the schedule of quantities and the drawings contained in this document. Where contradictions occur between the documents, the most stringent requirement shall rule, unless otherwise stated by the Engineer.
- Only equipment based on proven technology and of high reliability shall be considered for use.
- All schedules included in the project documentation shall be completed in full and submitted with the tender. Failure to comply with the above will result in the tender being disqualified.
- All relevant technical information regarding each component or item offered shall be included either in the forms to be completed by the tenderer or as an appendix to the tender in order that the Engineer can make a true evaluation of the offer.
- Tenderers shall be deemed to have waived and renounced any condition printed upon any stationary used by him for the purpose of or in connection with the submission of his tender.
- Where Tenderers choose to offer items imported from other countries, these shall be offered as an alternative offer. Complete technical details of all alternative equipment shall be included in the tender and the Tenderer shall prove that all the requirements of the specification have been complied with.

DETAILS OF CONTRACT

The work to be carried out under this contract consists of refurbishment of the existing civil and electrical infrastructure for the Piggery Building.

INSPECTION OF SITE

Tenderers are required to visit the site to thoroughly acquaint themselves with the nature and extent of the work to be done, and to make allowance for items obviously intended and necessary for the proper completion of the work although not specifically specified in this document. Claims due to lack of knowledge will not be entertained. All uncertainties shall be cleared out with the Engineer before the tender closing date.

SITE FACILITIES

- No provisions have been made for these facilities under this contract. The Contractor shall be expected to supply all equipment e.g. scaffolding, ladders and other resources required for the proper execution of the works. Tenderers shall therefore include the costs of these items in their tender prices.
- Water, electricity and sanitary facilities are available on site. It shall be the responsibility of the Contractor to make prior arrangements with the existing building manager regarding connection or use of these services. Connection or permission to use any of the existing facilities is strictly at the discretion of the building manager.

CONSTRUCTION PROGRAMME

- A detailed construction programme shall be submitted within fourteen days after acceptance of the tender. This programme shall be finalised in liaison with the Main Contractor and shall have to be approved by the Engineer.
- The Main Contractor's programme shall be co-ordinated with the programme of all his contractors and shall include allowance for builders holidays and public holidays as specified in the Standard Conditions of Contract.

STANDARD SPECIFICATIONS, REGULATIONS AND CODES

- The latest edition, including all amendments up to date of tender of all the applicable SABS specifications, publications and codes of practice including Manufacturers' specifications and installation instructions, shall be read in conjunction with this specification and shall be deemed to form part thereof.

DELAYS AND OVERTIME

- If the Contractor's work should cause any delay to the late completion of the works, he will be held responsible for any claims arising out of such delays in accordance with the stipulations of the Principal Contract.
- Payments for overtime will only be considered if formally instructed by the Engineer and no payment will be made for overtime to maintain progress in accordance with the programme or to make good lack of progress by the Contractor.

SECURITY OF MATERIALS AND EQUIPMENT

- The Contractor shall provide and maintain, at his own cost, all lights, guards, barriers, fencing and safeguarding as may be required for his works, installations, materials, equipment and public safety, until all works have been completed in full. Any materials damaged or stolen from site prior to final handover of the whole project shall be replaced by the Contractor with no cost to the Client.
- All materials and equipment supplied as part of contract shall be well protected against damage during transportation, off-loading, storage and building operations.

STORAGE

The Contractor shall be responsible for provision of an adequate and safe storage for all his materials. All materials shall be stored or stacked in positions that will not interfere with other work in progress in the area, or the safe and unhindered movement of the public that may be in the area.

QUALITY OF MATERIALS

- All materials supplied by the Contractor under this Contract Works shall be new and unused. Only materials of first-class quality shall be utilised. Samples of all materials e.g. luminaires, outlets, cable support systems, etc., shall be subject to approval by the Engineer before the procurement process commences.
- All materials shall comply with the relevant SABS specifications.
- All materials shall be unconditionally guaranteed for a period of 12 months from the date of practical completion of the Whole of the Contract Works. Where Supplier's

guarantees are of a shorter duration than 12 months, the Contractor shall unreservedly agree to the extension and cession of all warranties and guarantees.

- The Contractor shall replace any materials that are found to be defective during the 12 months defects liability period.
- Factory tests
- The Contractor shall arrange factory inspections and tests by the Engineer of equipment manufactured and supplied as part of this Contract e.g. generators, distribution boards, distribution kiosks, etc.

COMPETENCE OF PERSONNEL, WORKMANSHIP AND STAFF

- The Contractor shall ensure that all safety regulations and measures are applied and enforced during construction work on civil building works, plumbing, civil services, existing live transformers, cabling, wiring, distribution boards, luminaires, power points, fixed appliances, etc.
- Only suitably qualified Artisans shall be permitted to carry out work. The Contractor shall provide proof of current Artisan qualifications and experience on request.
- Work shall at all times be subject to full time supervision by qualified and experienced Artisans. These representatives must be authorised and competent to receive instructions on behalf of the Contractor.
- The Contractor shall at all times have an adequate number of employees, plant and equipment available during the construction period to ensure that the work does not delay the construction programme.

FINISHING AND TIDYING

- In view of the fact that some of the existing buildings around the new building site will still be occupied plus the concentration of construction and other activities likely to be experienced during the contract period, progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall soil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others including safe movement of other service providers, Client and the public in general.

- Finishing and tidying shall therefore not be left to the end of the Contract but shall be a continuous operation.

PROTECTION OF OTHER SERVICES AND STRUCTURES

- The Contractor shall take all the necessary precautions to protect finishes, structures and existing services during the execution of the Contract.
- The Contractor shall be responsible for obtaining information regarding services and existing works which may be affected by the new works. Before the Contractor commences with any work on site, he must discuss with and have the approval of the Engineer regarding the method he proposes to use for safeguarding any services and existing works he may encounter during construction.
- The cost of all precautionary measures which may be necessary to ensure the safety of such services and existing works, as well as the protection for all persons, shall be borne by the Contractor. Any alteration to services which may be required shall be carried out by the Authority concerned at the expense of the Contractor. The Contractor shall be held responsible for any damage, injury or accident caused as a result of his failure to take the necessary precautionary measures.
- The Contractor shall, during the execution of this contract, suitably protect the working area and his staff and shall indemnify the Owner in respect of all claims arising out of injury or deaths of any persons lawfully on the premises, whose injury or death is caused by the execution of this Contract.
- The Contractor shall also exercise extreme care when and where excavations are made to avoid damage to existing or newly installed services. Any damage to other services shall be rectified forthwith and the cost for the rectification will be recovered from the Contractor.

SHOP DRAWINGS

- A set of three (3) copies of all drawings must be submitted to the Engineer for approval before manufacture commences. This specifically applies to the generator, purpose-made distribution kiosks and boards, etc.

INSPECTIONS

- The Engineer will inspect the work at any time. All inferior, unsuitable, unacceptable or rejected work shall, if indicated by the inspecting officers, be removed and shall be rectified by the Contractor at his own expense. Under no circumstances will these inspections relieve the Contractor of his obligations in terms of the document, nor will these inspections be regarded as final approval of the works or portions thereof.
- Where inspections are requested by the Engineer, the Engineer's inspection shall only be carried out after the Contractor has carried out his own preliminary inspection to ensure that the works are completed and comply with the documents. The Engineer's inspection shall therefore not be regarded as supervision, fault listing, quality assurance or site management.

SITE TESTS AND COMMISSIONING

- It is the responsibility of the Contractor to provide all labour, accessories and properly calibrated and certified measuring instruments necessary for all the tests required under this Contract.
- Prior to beginning any aspect of commissioning, the Contractor shall present for the Engineer's review/approval, two copies of a complete commissioning procedures manual including checklists. The relevant checklists shall be utilised and formally signed off as part of the commissioning phase.
- Preparation of commissioning report shall include, but not necessarily limited to:
- Manufacturer's operating, servicing and maintenance manuals for each and every individual item of plant installed.
- Inventory for the items of mechanical/electrical plant(s) and or equipment that shall be for the installation on the project.
- After submission of the test results, the Contractor shall notify the Engineer that the installation/construction is complete, tested and in working order. In the case of electrical/mechanical installations, the Engineer and/or the Client shall witness the re-testing of the installation.

AS-BUILT / OPERATING AND MAINTENANCE MANUALS

- The Contractor shall prepare as-built drawings for the complete construction and any other equipment installed as part of this Contract.
- One copy of the Operating and Maintenance Manuals shall be submitted to the Engineer for approval at least four weeks prior to commissioning of the works.
- Approved "as-built" drawings and documents shall be bound in hard cover dossiers, fully indexed. The same information shall also be submitted on compact disc.
- Hard copies of the test sheets and certificates, Guarantees and Warranties shall also be submitted.
- Three copies of CD and hard copies of all items listed in 18.2 to 18.4 above must be submitted. The Contract will be regarded as incomplete until this requirement has been complied with.

12-MONTH DEFECTS LIABILITY PERIOD

- The equipment and materials supplied under this Contract shall be guaranteed for a period of twelve months from date of completion of the whole project of the Contract Works. The tender price shall include for the above.
- The defects liability will be for a period of twelve months, calculated from the date of issue of the Certificate of Completion of the whole of the contract works.

Annexure "D"

SPECIFICATION FOR BUILDING ELECTRICAL SERVICES INSTALLATION

GENERAL

This specification comprises all aspects regarding phase 1 of the building electrical services installation for the existing Piggery Building.

The Tenderer to note that there shall be on site other subcontractors for the full or part of the duration of this contract to carry out other services installations. It shall be expected from all subcontractors to carefully coordinate their work in order to avoid possible clashes on activities to be carried out by themselves on site.

The work under this subcontract shall cover the internal electrical services installation for the Piggery Building.

Extreme care shall be taken when working on existing and new live electrical installations on site. Only qualified electricians shall be expected to work on live installations e.g. distribution boards, cabling, etc.

The Detail Specification shall be read in conjunction with the Standards and Codes of Practice in this document, Schedule of Quantities, Drawings and the Conditions of Contract. Where contradictions occur between the documents, the most stringent requirement shall rule, unless otherwise stated by the Engineer.

All work shall be scheduled in liaison with the Main Contractor to suit his master programme.

SCOPE OF WORKS

The following shall be seen as a summary of phase 1 scope of work and not as a complete record. Quantities and volume of work shall be read or obtained from the drawings and the text of the specification.

Internal Works

The scope of the internal works shall comprise of the manufacture, supply, delivery, off-loading, installation, testing, commissioning and 12-month guarantee of all relevant material and equipment associated with the following new installations:

- Decommissioning of existing electrical installations
- Installation of new Lighting and small power
- Wiring of low voltage cables for lighting and small power

- Installation of wireway and reticulation
- Maintenance and retrofitting of existing Water heating system.

STANDARDS AND CODES OF PRACTICE

- 3.1 The electrical work shall be carried out strictly in accordance with the latest versions of:
- SANS Code of Practice 10142-1:2012: "The Wiring of Premises"
 - SANS Code of Practice 10313-2012: "Protection Against Lightning – Physical Damage to Structures & Life Hazard"
 - Occupational Health and Safety Act 85/1993.
 - The Municipal By-Laws and any Local Authority Regulations which may be in force
 - The Local Fire Office Regulations.
 - Manufacturers' specifications and installation instructions.

LOW VOLTAGE CABLE INSTALLATION

The LV cable installation shall be carried out in accordance with the requirements of the Code of Practice and as specified in the General Technical Requirements.

All LV cables, as indicated on the drawings, shall be supplied and installed by the Electrical

Contractor.

All cables shall be made off at both ends and connected to the terminals of the equipment as indicated on the drawings or as required.

Cables

All cables shall have stranded copper conductors and shall be of 600/1000V grade. Cables with aluminum conductors are unacceptable.

The cables shall be armoured with a single layer of galvanised steel wire.

All cables shall bear the SANS mark of approval and shall have colour coded PVC insulated conductors.

Tenderers shall note that all earth conductors shall be of cross-section rating equal to the supply cable rating throughout the installation. Tenderers shall note that only insulated earth cables shall be installed.

Low Voltage Cables Installation

All LV cables shall be installed as indicated as per the drawings. The installation shall be carefully planned to reduce the number of cable crossings to a minimum.

The following different types of installations shall be employed:

- On cable trays and ladders

- In cable wireways and trunking
- In conduits or sleeves

CONDUITS, POWERSKIRTING, CABLE TRAYS AND CABLE DUCTS

Conduits

- All conduits and accessories shall bear the SABS mark of approval.
- PVC conduit and accessories may be used for indoor installation unless specified otherwise.
- All external conduits exposed to sunlight or rain shall be galvanised steel. External draw box covers shall be sealed with white silicone after the installation is completed.
- Conduit installation on masonry wall surfaces shall not be permitted inside and outside the building.
- All chasing work where approved, shall be carried out by means of power-driven machinery using abrasive cutting discs. Chasing by means of hammer and chisel will not be accepted.
- Conduit work under open roof structures and inside accessible ceilings shall be done in a rectangular grid pattern. All conduit offsets shall be neat and at equal angles. Steel saddles installed at 1500mm intervals shall be used inside ceilings. Caddy clamps shall be used on roof purlins, maximum spacing of saddles and clamps shall be 750 mm.
- All steel conduits and cable supports shall be securely bonded to earth.
- Bushes fitted to steel conduits shall be brass only. Other materials are unacceptable.

Tenderers to note that access to powerskirting and all power and communication outlets installed in the wall for areas that have ceilings shall be via conduit installed in the ceiling void and not floor unless in areas where the ceiling is too far from the wall against which the powerskirting is installed. In such cases, the conduit shall run in the floor from the outlets or power skirting to the nearest wall that has a direct link to the ceiling space. In the ceiling space, the conduit shall be linked to the trunking provided for power distribution via 20 or 25 mm ø PVC Sprague. Sprague connections in the ceiling void shall not exceed 500mm in length. Where it is possible to run the services via the ceiling void, the conduit and cables shall run from the distribution boards and shall branch off into the various areas/rooms and terminate either in the power skirting or the outlet boxes against the walls.

Powerskirting

- Power skirting shall be adaptable DLP 195 mm high x 50 mm deep, 2-lid trunking type, white colour.
- Power skirting shall be supplied complete with purpose-made faceplate equipment and all the necessary accessories including covers, bends, clip-on partitions, etc.
- Power skirting shall be used for power, data and telephone wiring and outlets shall be compatible with the power skirting.
- At least 2 sets of 3 x 32 mm diameter and 2 x 25 mm diameter PVC conduits shall be used to link a 3-meter maximum piece of power skirting to the roof space for data and telephone installation respectively. The 32 mm diameter conduit for data shall be linked to the nearest data cable tray in the ceiling void space.
- In areas where it is not possible to link the power skirting to the DB through the ceiling void space, a minimum of 2 x 25mm conduit run via the floor shall be used.

Cable trays

- Cable trays shall be the perforated, medium-duty, 2.5 mm thickness hot dipped galvanised steel type. The cable tray width shall be as specified on the relevant drawings or in the bills of quantities.
- Only purpose-made accessories, e.g. splices, risers, offsets and bends shall be used.
- Trays shall be fastened onto 500 mm lengths of P2000 unistrut. Each unistrut section shall be fixed to the roof, wall or floor with galvanized 10 mm x 50mm Ø Fisher anchors. Unistrut spacing shall be 600 mm maximum. Only purpose-made accessories shall be used.

Trunking

- Steel trunking, where required, shall be the hot dip galvanised type with 0.8 thickness complete with elbows, tees and covers. The width shall be as specified.
- Any surface-mounted distribution boards not installed behind a cupboard shall be linked to openings in ceilings by means of 127 mm wide, hot dip galvanised steel trunking supplied complete with distribution outlets and covers for housing PVC circuit wiring. The trunking shall be powder coated and the colour shall match the DB exterior colour.

LIGHTING INSTALLATION

General

- The Electrical Contractor shall allow for the supply and installation of the complete new internal lighting system as indicated on the relevant drawings.
- Samples of luminaires shall be submitted to the engineer for approval before ordering commences.
- All light fittings shall be delivered to site new and unused and in boxes as packed by the manufacturer. When the work is handed over, all light fittings shall be in a working condition.
- The permanent light fittings intended for installation shall not be used for temporary lighting during construction. The certificate of completion for the installation will not be finalised, unless all light fittings and lamps are in working order.
- All linear LED type luminaires shall be equipped with high efficiency tubes, 1200 mm long and with a colour temperature of 4 300 k (cool white) and minimum colour rendering index (Ra) of 64 unless otherwise stated. The engineer will reject unmarked lamps. All costs to replace these lamps with marked lamps will be for the contractor's account.
- Special care shall be taken to ensure that conduit connections do not violate the IP rating of luminaires. This applies specifically to the exterior luminaires. Mounting holes and conduit entries shall be sealed with black silicone after connection.
- No luminaires shall be fitted to masonry wall with fasteners smaller than 3.5 mm diameter and a wall plug smaller than 8 mm diameter. Galvanised 30 mm ø fender washers shall be used with each fastener.
-

Light Switches

- Tenderers to note the 16A current rating of light switches.
- 100 x 50 x 50 mm draw boxes shall be provided for light switches.
- Light switches shall be the 16A, of the reputable manufacture, supplied complete with white cover plates.
- Photocell shall be accommodated inside IP 65 bulkhead luminaires. No direct switching of lighting circuits via photocell contacts shall be accepted.

Luminaire mounting position

- Internal light fittings shall be installed at positions shown on the relevant lighting drawings.

- Mounting heights for wall mounted light fittings shall be as shown on the relevant drawings.

POWER INSTALLATION

- The Electrical Contractor shall allow for the supply and installation of the complete new small power installation as indicated on the relevant drawings.
- Samples of all outlets shall be submitted to the engineer for approval before ordering commences.
- All outlets shall be delivered to site new and unused and in boxes as packed by the manufacturer.

Power skirting

- All power skirting outlets shall be of the reputable manufacture with the power skirting installed as part of this contract.

Single phase socket outlets

Normal socket outlets shall be the 16 Amp, flush mounted single or double 3-pin switched socket with white cover plates.

Socket outlet with 2 x USB, 2-PIN AND 3-PIN socket outlet shall be installed as indicated in the relevant drawing.

The outlets shall be of the reputable manufacture.

Isolators

- Local isolators for hydroboils, shall consist of normal 30A recessed double pole complete with outlet box, white cover plate and "cord grip" grommet to accommodate the hydroboil cable; final position shall be agreed on site.
- Isolators for geysers where required in ceiling void shall consist of 30A surface mounted double pole complete with outlet box and cover plate. Final position shall be agreed on site.
- Isolators for external air conditioning units shall consist of surface mounted double or triple pole units contained inside 200 x 100 x 100 polycarbonate weatherproof boxes with vertical sliding doors with cord outlets. For internal units, the isolators shall generally consist of normal 32A double pole recessed either in wall or surface mounted in ceiling void complete with outlet box, white cover plate and "cord grip" grommet to accommodate the cable; final position shall be as per relevant drawings and as agreed on site.

WIRING

- All internal wiring shall generally comprise of PVC insulated stranded copper conductors and bare stranded copper earth continuity conductors. The Electrical Contractor to note that protective earth conductors for all computer outlets shall be green PVC insulated stranded copper conductors.
- Only new wiring shall be used under this contract.
- Wiring shall not be drawn into conduit until the conduit installation has been completed, fitted with bushes and all moisture and debris has been removed.
- No joints of any kind shall be permitted in wiring.
- No more than one (1) single - or one (1) three-phase circuit may be drawn into any conduit.

The following minimum conductor sizes shall be used:

Circuit	Minimum conductor (size)	
	Phase (mm ²)	Earth (mm ²)
Lighting	1.5	1.5
Socket outlet	2.5	2.5
Geyser	4	4
Hydro boil	4	4
Air conditioning unit	4	4
Extraction fan	2.5	2.5

EARTHING AND BONDING

- The Electrical Contractor is to ensure that the installations covered in this document are effectively earthed and bonded in accordance with the requirements of SANS 0142.
- All hot and cold water and waste metal pipes are to be effectively bonded by means of 12,5 mm x 1,6 mm solid or perforated copper tape (not wire), clamped by means of brass bolts and nuts. The tape is to be fixed to walls by means of rounded brass screws at intervals not exceeding 150 mm.
- Metal cable supports and others structures e.g. aerials shall be bonded by means of green insulated copper earth conductor of 16mm² minimum size.

Annexure "E"

PREVIOUS SIMILAR EXPERIENCE AND CUSTOMER REFERENCES

The Bidder must provide a statement of work successfully completed and a list of customer reference in the table provided below. Insert in the space below, the details of successfully completed work.

I / we certify that I / we have successfully carried out the following works in the categories stated:

CLIENT NAME	CONTACT DETAILS	NATURE OF WORKS	VALUE OF WORKS	YEAR COMPLETED

Failure to detail the required information shall signify that an inexperienced bidder submits the bid.

The Bidder must furnish details of customers who will comment on their customer experience with the Bid.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF (DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT)					
BID NUMBER:	13 DARD 15/2025	CLOSING DATE:	11 FEBRUARY 2026	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, REMOVE AND INSTALL A SUBSTATION AT PCA IN DR KENNETH KAUNDA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Agriculture and Rural Development – NMM District Offices					
Cnr. Onkgopotse Tiro Road and Moshoeshoe Drive,					
Mmabatho					
2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. M.Matsheka		CONTACT PERSON	Mr. P MASELWANYANE	
TELEPHONE NUMBER	018 384 3116/6080		TELEPHONE NUMBER	018 285 0708	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	matshekam@nwpg.gov.za		E-MAIL ADDRESS	Pmaselwanyane@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER 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.

PRICE:.....

SIGNATURE OF BIDDER:.....

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

.....

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

- 2.3.1 If so, furnish particulars:

.....

.....

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

3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender

documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of Points claimed (90/10 system) (To be completed by the tenderer)	Number of Points claimed (80/20 system) (To be completed by the tenderer))
Black People Owned Enterprise	-	4	-	
Women Owned Enterprise	-	4	-	
Youth Owned Enterprise	-	4	-	
People with disability Owned Enterprise	-	4	-	
Military Veterans Owned Enterprise		4		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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 its 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.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on

completion of the supplier's performance under the contract if so required by the purchaser.

- 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: a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise 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:
- (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:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty	15.1	The supplier warrants 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the

delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a 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.