



KWAZULU-NATAL PROVINCE

PUBLIC WORKS REPUBLIC OF SOUTH AFRICA

INVITATION TO QUOTE – ZNT 02/23/24

Full Description The appointment of one (1) project management / multi-disciplinary built environment consulting firm to undertake Facility Conditional Assessments for Departmental office accommodation in KwaZulu Natal for a period not exceeding three months O.R. Tambo House, 191 Prince Alfred Street.

Prequalifying Criteria

Phase 1: Administrative compliance

Correctness of bid documents

Compliance with bid regulations (registration with CSD and other prescripts requirements

NB: Service provider to provide three reference letters for similar work.

Failure to meet the above prequalification will lead to immediate disqualification

Phase 2 :

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

(Note to organs of state: Where either the 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 Department reserves the right not to award to the lowest bidder

The specific goals allocated points in terms of this tender	Applicable or Not Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
"Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	Applicable	10
"Ownership by People who are Youth Documentary Proof Required: 1) Certified copy of Identity Document/s 2) SANAS Approved B-BBEE Certificate	Not Applicable	
"Ownership by People living with Disabilities Documentary Proof Required: 1) Original or Certified copy of an original medical certificate from a registered medical practitioner	Not Applicable	

2) Certified copy of Identity document/s"		
51% Ownership by People who are Military Veterans Documentary Proof Required: 1) Military Veteran Certificate OR 2) Certificate from the Military Veterans Department indicating that the entity is registered on their database	Not Applicable	
"Exempted Micro-Enterprise (EME's) documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths"	Not Applicable	
"Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	Not Applicable	
"Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered Documentary Proof Required: 1) Proof of Municipal Account depicting Physical Address of the business OR 2) Lease Agreement"	Not Applicable	
"Promotion of enterprises located in rural areas Documentary Proof Required: 1) Original OR Certified copy of the original letter from the Ward Councillor OR 2) Certified copy of PTO OR 3) Lease agreement from the Tribal Council	Not Applicable	
Promotion of enterprises located in a specific province Documentary Proof Required: 1) Original OR Certified copy of the original letter from the Ward Councillor OR 2) Certified copy of PTO OR 3) Lease agreement from the Tribal Council"	Applicable	10 for KwaZulu Natal
Promotion of enterprises located in a specific municipal areas Documentary Proof Required: 1) Original OR Certified copy of the original letter from the Ward Councillor OR 2) Certified copy of PTO OR 3) Lease agreement from the Tribal Council"	Not Applicable	

FUNCTIONALITY CRITERIA		
A. METHODOLOGY AND ORGANIZATION (45 POINTS)		
Evaluation Criteria	Information to be submitted	Total points
<p>Methodology (Timelines) focusing on Tenderer's Project Management Structure, Organogram and Experience of Resources proposed for the Project</p> <p>Tenderers to submit a detailed organogram of key project resources and name all quantity surveyors, project managers and building professionals, who must have more than 5 years' experience in the construction industry. Detailed CV and references to be provided in substantiation of their detailed methodology. Included in the methodology must be a project program outlining how they intend to complete the project in the allocated time frame.</p>	<p>Submission of a detailed project-specific Works Programme (Level 4 schedule with critical path and resource loaded) as per the scope of works which should outline the following:</p> <ul style="list-style-type: none"> List of activities from start to completion with duration/timeframes (considering the field assessment for all facilities, office work - data capturing/ reporting for all facilities) <p>Tenderers are advised to breakdown the facilities per Region in their Works Programme.</p> <p>NB: The Works Programme should reflect the tenderers' ability to complete all assessments and reporting within the stipulated time of 3-months. A programme that is irrelevant to the project scope or works shall be awarded nil (0) points.</p> <p>Very Good – 10 Good – 7.5 Satisfactory – 5 Poor – 3 No Response – 0 *refer to key 1 below for point allocation</p>	10
	<p>Submission of a project-specific organogram indicating the individual's role and responsibility to this project, for all members in the organogram. The organogram should indicate the following:</p> <ul style="list-style-type: none"> Individuals' role and capacity Name and surname for all in the organogram Built environment registration category for all in the organogram (it is important to include registration numbers for those registered). <p>Points for each built environment discipline individual shall be awarded as follows:</p> <ul style="list-style-type: none"> <i>4points</i> Pr. Construction Project Manager (SACPCMP) x1 <i>3points</i> Pr. Quantity Surveyor (SACQSP) x2 <i>3points</i> Pr. Architect (SACAP) x2 <i>1.5points</i> Pr. Engineer (ECSA) x2 <i>1point</i> Pr. Technologist/ Technician x3 0.5 point built environment graduate x6 <p>Tenderers shall be awarded points on the personnel provided. The maximum points to be awarded = 25 points.</p>	25

	<p>Submission of a detailed curriculum vitae with traceable references, experience and relevant qualifications of personnel involved in the project as per project specific organogram.</p> <p>Points for each built environment discipline individual shall be awarded as follows:</p> <ul style="list-style-type: none"> - <i>2points</i> Pr. Construction Project Manager (SACPCMP) x1 - <i>1points</i> Pr. Quantity Surveyor (SACQSP) x2 - <i>1points</i> Pr. Architect (SACAP) x2 - <i>1points</i> Pr. Engineer (ECSA) x2 - <i>0.5point</i> Pr. Technologist/Technician x3 - <i>0.1point</i> Built Environment graduates x5 <p>Tenderers shall be awarded points for each complete CV provided. The maximum points to be awarded = 10points</p>	10
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B. Experience on Projects of Similar Nature and Duration (55 POINTS)

Evaluation Criteria	Information to be submitted	Total points
<p>Experience on Projects of Similar Nature and Duration.</p> <p>Tenderers must demonstrate experience in the private or public sectors in surveys/conditional assessment type reporting, that were previously completed. Present a schedule of dates when projects were completed and client appointment details in tabular format with the tender.</p>	<p>Tenderers are to attach schedules of experience on Projects of similar nature and duration. Letters of award and proof that the service was completed are to be attached. Together with a schedule of collective, individual experience on projects of a similar nature of the allocated professionals.</p> <p>Guide to allocate points Each report is worth 0.2</p> <p>151 to 200 sites -Max. 35 Points</p> <p>101 to 150 sites -Max. 30 Points</p> <p>51 to 100 sites - Max. 20 Points</p> <p>11 to 50 sites - Max. 10 Points</p> <p>0 to 10 sites - Max. 2 Points</p>	35

C. REPORTING (20 POINTS)

<p>Experience in the use and reporting on the Immovable Asset Condition Assessment Template</p>	<p>Tenderers are to attach schedules of experience on Projects which they have worked on which are of similar nature</p> <p>Guide to allocate points Each report is worth 0.1</p> <p>151 to 200 reports -Max. 20 Points</p> <p>101 to 150 reports -Max. 15 Points</p> <p>51 to 100 reports -Max. 10 Points</p> <p>10 to 50 reports - Max. 5 Points</p> <p>0 - 9 reports - Max. 1 Points</p>	20
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TOTAL POINTS	100
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Key. 1

Very good: Level 4 schedule/programme with critical path and resource loaded as per the scope of works which should outline

- list of activities from start to completion
- with duration/ timeframes (considering the field assessment for all facilities, office work - data capturing/ reporting, as-built, costing: for all facilities)
- in Microsoft Project

Good: Schedule/Programme with critical path but not at level 4

- in Microsoft Project

Satisfactory: Schedule/Programme with no critical path and not detail

- in Microsoft Project

Poor: Schedule/Programme with no critical path and no detail

- not on Microsoft Project

Financial offer and preference points

Collection of Bid Documents

Tender documents may be downloaded from the Departmental website: www.kznworks.gov.za

N/A Briefing Session (please indicate if the briefing is compulsory or non-compulsory)

The briefing session will be held as follows:

Date: n/a

Venue: n/a

Time: n/a

Site to be visited: (if any) n/a

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

Full Name:

Tel. No 033 355 5455

Email Address: scmenquiries@kznworks.gov.za

The closing time for receipt of Tenders is **11h00**.

NB: Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

PART A	INVITATION TO BID (SBD 1)	7
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	8
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	9
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	10
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	11
SECTION D	OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE	12
SECTION E	PRICING SCHEDULE (SBD 3)	13-17
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	18-20
SECTION G	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	21-29
SECTION H	CONTRACT FORM (SBD 7)	29-35
SECTION I	GENERAL CONDITIONS OF CONTRACT	36-43
SECTION J	SPECIAL CONDITIONS OF CONTRACT	44
SECTION K	TERMS OF REFERENCE / DETAILED SPECIFICATION	45

PART A INVITATION TO QUOTATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS)					
QUOTATION NUMBER:	ZNT 02/23/24	CLOSING DATE:	31 July 2023	CLOSING TIME:	11:00
DESCRIPTION	The appointment of one (1) project management / multi-disciplinary built environment consulting firm to undertake facility conditional assessments for departmental office accommodation in KwaZulu Natal for a period not exceeding three months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Public Works :Head Office					
191 Prince Alfred Street, 3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	scmenquiries@kznworks.gov.za		CONTACT PERSON	Musa Radebe/ Professor Hlongwa	
TELEPHONE NUMBER	033 355 5455		TELEPHONE NUMBER	033 260 3759 / 033 355 5591	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	scmenquiries@kznworks.gov.za		E-MAIL ADDRESS	musa.radebe@kznworks.gov.za & professor.hlongwa@kznworks.gov.za	
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

Prospective suppliers should self-register on the CSD website www.csd.gov.za

If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS
AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE
DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS
BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED
ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

Applicable	X	Not Applicable	
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OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **OR Tambo House, 191 Prince Alfred Street, 150 facilities to be inspected after appointment of successful bidder.**

Bid Reference No: **TBD**

Goods/Service/Work: _____

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp With Signature

SECTION E

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

APPLICABLE		NOT APPLICABLE	X
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NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

BID PRICE INCLUDING VAT: R

AMOUNT IN WORDS:

.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total Price
1				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

Required by:

- At:

Brand and model

Country of origin

- Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

Delivery: Firm/not firm

Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

APPLICABLE		NOT APPLICABLE	X
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NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
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OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

Required by:

- At:

Brand and model

Country of origin

- Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

- Delivery: *Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE**(Professional Services)**

APPLICABLE	X	NOT APPLICABLE	
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Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION F

BIDDER'S DISCLOSURE**PURPOSE OF THE FORM**

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

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

Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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.

If so, furnish particulars:

.....
.....

DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 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.

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.

I am aware that, in addition and without prejudice to any other remedy provided SBD 4 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

SECTION G

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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)
Ownership by Black People	N/A	10		
Promotion of enterprises located in a specific province (KwaZulu Natal)	N/A	10		

--	--	--	--	--

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:

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

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

I hereby declare under Oath that:

The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____%

Black Disabled % = _____%

Black Unemployed % = _____%

Black People living in Rural areas % = _____%

Black Military Veterans % = _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____%

Black Disabled % = _____%

Black Unemployed % = _____%

Black People living in Rural areas % = _____%

Black Military Veterans % = _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

CONTRACT FORM - PURCHASE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	X
------------	--	----------------	---

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Technical Specification(s);
 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 Bidder's disclosure
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

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

I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

An official order indicating delivery instructions is forthcoming.

I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

APPLICABLE	X	NOT APPLICABLE	
------------	---	----------------	--

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Filled in task directive/proposal;
 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 Bidders declaration;
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:.....

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

I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	X
------------	--	----------------	---

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Bidders Disclosure;
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I undertake to make payment for the goods/works as specified in the bidding documents.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

3.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

SECTION I

GENERAL CONDITIONS OF CONTRACT

Definitions

The following terms shall be interpreted as indicated:

"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

"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.

"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

"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.

"Day" means calendar day.

"Delivery" means delivery in compliance of the conditions of the contract or order.

"Delivery ex stock" means immediate delivery directly from stock actually on hand.

"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.

"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

"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.

"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.

"GCC" means the General Conditions of Contract.

"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

"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.

"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

"Order" means an official written order issued for the supply of goods or works or the rendering of a service.

"Project site," where applicable, means the place indicated in bidding documents.

"Purchaser" means the organization purchasing the goods.

"Republic" means the Republic of South Africa.

"SCC" means the Special Conditions of Contract.

"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.

"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

Application

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.

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

General

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.

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

Standards

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

Use of contract documents and information; inspection.

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.

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.

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.

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.

Patent rights

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.

Performance security

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.

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.

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

a cashier's or certified cheque

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.

Inspections, tests and analyses

All pre-bidding testing will be for the account of the bidder.

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.

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.

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.

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.

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.

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.

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

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.

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.

Delivery and documents

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.

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

Three sets of bound, hard-copy reports will have to be produced and 1 sets of soft copies in USB format contents compatible with departmental software must be produced at the end of the contract.

Electronic updating of Archibus with condition assessments reports on provided URL

Insurance

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.

Transportation

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

Incidental Services

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

performance or supervision of on-site assembly and/or commissioning of the supplied goods;
furnishing of tools required for assembly and/or maintenance of the supplied goods;
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
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
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.

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.

Spare parts

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:

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

Warranty

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.

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.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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.

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.

Payment

The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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.

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.

Payment will be made in Rand unless otherwise stipulated in SCC.

Prices

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.

Contract amendments

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

Assignment

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.

Subcontracts

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

Delays in the supplier's performance

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.

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.

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.

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.

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.

Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

Penalties

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, **(deduct from the contract price, as a penalty, a sum calculated by deducting 0.04% per day on the total contract amount until actual delivery or performance)** 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.

Termination for default

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:

if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

if the Supplier fails to perform any other obligation(s) under the contract; or

if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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.

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.

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.

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

the name and address of the supplier and / or person restricted by the purchaser;

the date of commencement of the restriction

the period of restriction; and

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.

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.

Anti-dumping and countervailing duties and rights

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

Force Majeure

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.

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.

Termination for insolvency

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.

Settlement of Disputes

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.

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.

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

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

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

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

Limitation of liability

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

Governing language

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.

Applicable law

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

Notices

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

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.

Taxes and duties

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

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

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.

National Industrial Participation (NIP) Programme

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

Prohibition of Restrictive practices

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).

If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION J

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. Supplier must be registered on CSD to be awarded.
2. Supplier must deliver as per the specification provided.
3. Should bidders not quote for all items, they will be considered as being non-responsive.

The total quotation price must be inclusive of the cost of the supply, delivery.

5. The price quoted must be fixed for the period of 120 days.
6. The Department reserves the right not to award to the lowest bidder.
7. The Department will conduct a detailed risk assessment prior to the award.

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

SECTION K

Terms of Reference/ Specifications

1. BACKGROUND

- In terms of section 13(1) (d) (iii) of Government Immovable Asset Management Act (GIAMA), which came into effect on 1 April 2010 for all provincial departments / Users; the custodian must assess the condition of all state immovable assets at least every fifth year
- The building's condition gives a measure of the effectiveness of the current maintenance programmes as it determines the remaining useful life of components or subsystems and compares it with the full economic life expectancy - given good maintenance
- As the custodian, the Department of Public Works needs to comply with the provisions of GIAMA, therefore it is imperative that these condition assessments are conducted

2. SCOPE OF WORK

2.1 The successful Service Provider will be required to undertake conditional assessments, using immovable assets condition assessments templates and field exercises in verification and assessing a number of state owned office buildings spread geographically as per section 4.1.

2.2 In line with the GIAMA Norms and Standards, The Facilities Condition Assessment Services described herein shall be performed by a Consultant composed of a team of professionals with credentials, experience, specialized skills and a high level of technical knowledge to visually inspect, evaluate and document the condition of the materials, building components, and systems of designated facilities.

3. To evaluate all conditional assessments and develop a priority list of urgent maintenance - in terms of ratings, which will assist the department in undertaking critical and much needed maintenance work.

Conditional Assessment –

Immovable Asset Registers: Information Fields	
A1.	As built Drawings
A1.1	Development of As-built drawings where they are not available (only floor plans and Detailed Site Plan)

Immovable Asset Registers: Information Fields	
1.	Property identification information
1.1	Property identity number [unique property code generated by custodian].
1.2	Property description formally registered by external authority - <ul style="list-style-type: none">1.2.1 In the case of land (erven, farms or agricultural holdings) the cadastral description as determined by the Surveyor-General and reflected on the relevant SG-diagram.1.2.2 In the case of a sectional title unit, the unit description as determined by the Registrar of Deeds and reflected on the sectional title plan.
1.3	Previous property description [if formally changed by relevant authority].
1.4	Extent of land parcel [recorded in decimal terms] - <ul style="list-style-type: none">1.4.1 In the case of farms or agricultural holdings, recorded in hectares (ha).1.4.2 In the case of erven within proclaimed townships, recorded in square meters (m²).

2.	Locality of property
2.1	Common name of property, if applicable (especially buildings or engineering infrastructure).
2.2	Street address:
2.2.1	Street number.
2.2.2	Street name.
2.2.3	Suburb.
2.2.4	Town/City.
2.3	Name of Municipality in which property is located.
2.4	Descriptive location if no street address available (e.g. 16 km south of Durban, bordering on and east of N2 highway).
2.5	Global positioning coordinates (decimal degrees) according to WGS 84 (e.g. 29.61.856 degrees south and -30.37.044 degrees east of Pietermaritzburg).
3.	Properties that form part of a larger facility
3.1	Does the property form part of a larger facility? [Yes/No] [E.g.
4.	Description of property
4.1	Type of property [describing the function for which the structure was designed / remodelled - e.g. church; class-rooms; community service centres; house] including vacant land (in cases where structures are movable)
4.2	Current use of property (describing the function for which the property is currently utilised, e.g. Offices being utilised as a storeroom, house being utilised as offices).
5.	Ownership
5.1	Ownership (indicates whether property is state-owned or leased-in).
5.2	If property is state-owned [land parcel or sectional title unit only]:
5.2.1	If registered, title deed number [e.g. T 3344/1999]. <i>[electronic link to scanned documentation]</i>
5.2.2	If registered, name of owner as stated in title deed [e.g. Republic of South Africa, National Government of the Republic of South Africa, Kwa - Zulu Natal Provincial Government].
5.2.3	If surveyed, Surveyor-General diagram number [e.g. SG 3938/1988]. <i>[electronic link to scanned documentation]</i>
6.	Management responsibility
6.1	User department(s).
6.1.1	Branch / Unit of User Department occupying the property.
6.1.2	Contact details of responsible official(s) in User Department:
(a)	Name
(b)	Position
(c)	E-mail address
(d)	Tel number
(e)	Fax number
(f)	Cell number
7.	Town planning information
7.1	Zoning of property.
7.2	Coverage permitted.
7.3	Coverage utilised.
7.4	Height restriction.
7.5	Height of existing structure.
7.6	Floor area ratio (FAR) permitted.
7.7	Floor area ratio (FAR) utilised.
7.8	Minimum parking requirement.
7.9	Existing parking provided.

A. Comprehensive Facility Condition Assessment

1) Conduct a detailed condition survey and assessments of the State Owned office buildings utilised by provincial departments to determine the following:-

- Facility Condition Assessment,
 - Internal and external structure
 - Roofing
 - Landscaping
 - Parking
 - Mechanical & electrical items
 - Lighting
 - Occupational Health & Safety Compliance
 - Disability compliance
 - Traffic and general public accessibility
 - Location in relation to services rendering
 - Environmental/greening impact
 - Occupancy
 - Required performance standard
 - Accessibility rating
 - Suitability Index
 - Condition Rating
 - Operating performance index
 - Functional performance index
 - Lifecycle analysis & costs
 - Facility condition Index - FCI
 - Current replacement cost – CRC
 - Expected useful life – EUL
 - Remaining useful life - RUL
 - History of additions to date
 - Improvement Plan – a plan for proposed renovations (as taken from the FCA) or minor/major system improvements, order of magnitude of improvement per building and occupancy, including costs thereof. This plan must take cognisance of the department's existing building portfolio, impact of remedial works to service delivery, departmental corporate and service delivery objectives and the building maintenance environment in the district. These will be categorised in terms of:-
 - Short-term (0 years) / urgent
 - Medium-term (1 - 2 years)
 - Long-term (3 years)
 - Develop a maintenance plan (financial) categorised in terms of:
 - Short-term / Deferred maintenance (0 – 1 year)
 - Medium-term (2 – 3 years)
 - Long-term (4 – 5 years)
- NB: **Firstly**, the above plan must be in a form of a Gantt chart or similar layout indicating the elements to be refurbished and duration of such works spread per respective short, medium and long term needs.

- Propose solutions and strategies to optimise the utilisation of the property portfolio by conducting a Space Needs Analysis by matching premises to Departmental requirements and guided by the departmental and national norms. Furthermore provide strategies in the optimal upkeep and sustainability of the property portfolio to ensure efficient service delivery and its life cycle.

3.3 Reporting

3.3.1 A detailed condition survey and assessments of the State owned office buildings utilised by provincial Departments to determine the following:-

- Facility Condition Assessment,
 - Internal and external structure (as per FCA group elements)
 - Occupational Health & Safety Compliance
 - Disability compliance
 - GIAMA ratings
 - Lifecycle analysis and costs
 - Environmental sustainability/green practices

3.3.2 Plan for proposed renovations (as taken from the FCA) or minor/major system improvements, order of magnitude of improvement per building and occupancy, including costs thereof. These will be categorised in terms of:-

- Urgent
- Short-term Needs (0-1 years)
- Medium-term needs (2-3 years)
- Long-term needs (4-5 years)

3.3.3 Develop a maintenance plan (financial) categorised in terms of:-

- Urgent
- Short-term Needs /Deferred maintenance (0-1 years)
- Medium-term needs (2-3 years)
- Long-term needs (4-5 years)

- Propose solutions and strategies to optimise the utilisation of the property portfolio by conducting a Space planning Needs Analysis by matching premises to Departmental requirements and guided by the departmental and national norms.

4. DELIVERABLES /BASIS OF APPOINTMENT

- 4.1 Due to the large number of facilities and the fact that they are spread across the province, these facilities will be clustered together following their geographic locations as per provided list via email.

Region	No. of Facilities	Services
Departmental Facilities	160	Facility Conditional Assessments
Total	160	

- 4.2 The appointment is for **one (1)** tendering entity to conduct facility conditional assessments on all clusters (150 facilities), as referenced in table 4.1
- 4.3 The Department of Public Works recommends that the appointed entity have their offices based in KZN, Should a tendering entity outside the province feel they have the capacity and/or capability to undertake the assessments, they should prove that they have offices within the province or supplement the tender document with a detailed travel costing and include it with the final tender price.
- 4.4 Should the tendering entity not have multi-disciplinary professionals under their employ, it will be their responsibility to appoint sub-consultants on drastically derelict facilities, after submitting a motivation to the project leader and with prior written approval from the Department, on a need-based priority. E.g. Architect for drawing of as-builts, Structural/Civil Engineer for extensively damaged facilities and more in-depth analysis, OHS consultants etc.
- 4.5 The onus is on the appointed consultant to ensure that they have the human resources to undertake the assessments and complete them in the stipulated time.
- 4.6 The appointed consultant will be responsible to co-ordinate and manage the respective sub consultants and ensure the completion of the assessments within **Three Months** of appointment.
- 4.7 It is the duty of the appointed professional to report to the departmental project leader on a weekly basis to provide an update on the facility conditional assessments and outline any issues encountered. A schedule of site visits must be produced upon being awarded the tender, outlining provisional dates for site visits.
- 4.8 An organogram showing provisional team leaders and their teams, and the number of facilities that will be allocated to them must be provided.

5. REQUIRED SKILLS, KNOWLEDGE AND COMPETENCIES:

- Understanding of Government Immovable Asset Management Act, 2007 (GIAMA)
- Understanding OF KZN Land Administration and Immovable Asset Management Act, 2014
- Knowledge of PFMA, 1999 as amended and Treasury Regulations
- Understanding the Construction Industry Development Board Act, 2000
- Research and policy formulation skills
- Understanding of National Infrastructure Maintenance Strategy
- Project management, financial management and strategic planning skills
- Presentation and facilitation skills
- Property Management & Planning skills
- Technical skills (built environment)
- Understanding of Division of Revenue Act, 2010 (DORA)
- Understanding of the National Treasury Regulations
- Understanding of KZN Provincial Growth and Development Plan/Strategy

6. QUALIFICATIONS AND REQUIREMENTS

1. The appointed service provider must have staff with relevant professional qualifications in built environment and be registered as a professional with applicable Councils. All tendering entities must have at least one Professional Mechanical Engineer and Professional Quantity Surveyor under their employ (proof of all registration to be submitted).
2. The appointed professional must have experience in undertaking facility conditional assessments and the development of maintenance plans.
3. The appointed professional service provider can utilise unregistered graduates with built environment qualifications provided they work under supervision of a professional

7. COSTING (THE LIST OF FACILITIES AND DETAILS WILL BE PROVIDED ON BRIEFING SESSION VIA EMAIL OR OWN PROVIDED USB FOR DETAILS OF FACILITIES PER DISTRICT)

- 7.1 **Tendering service providers to utilise latest NDPW gazetted rates applicable during advert for each relevant professional body. 70% of rates for registered technicians to be utilised for unregistered built environment graduates.** The costing for the professional services of the project are to be quoted on a **time-based** fee, producing a lump sum as per the allocated hours per REGION (refer to tables in section 8) whereas subsistence & travelling must be itemized separately on a lump **sum basis** and incorporated in the final cost as indicated in your form of offer. All totals to be added to table 9 in order to achieve the total cost for the project.
- 7.2 The hours as specified in the costing tables below are the **maximum** hours designated to the relevant cluster of facilities. Should the awardee anticipate exceeding these hours, a formal motivation must be submitted **prior** to exceeding the stipulated hours,

outlining the reasoning for exceeding this together with the amount of additional time required . The motivation must be submitted to the project leader for consideration and approval.

7.3 Payments to the Consultant will be made upon submission of the following deliverables per region:-

- 7.3.1 Completion of Project Briefs, Project Plans and schedules, Verification of Scope with Google Earth Picture of offices with co-ordinates.
- 7.3.2 Completion of Preliminary Reports, including photographs, asset registers, replacement and maintenance costs.
- 7.3.3 Submission of Final Amended Reports to DoPW.
- 7.3.4 Supplementary Services (Administration and copying, subsistence and travelling) tendered amount to be claimed on final invoice/payment as a lump sum.

Use tables in section 8. to complete costings per seniority of consultants, built environment graduates on the project, supplementary service, and allocated hours.

8. PRICE BREAKDOWN

MIDLANDS REGION.	Professional Status and project time allocation	Hourly Rate	Discount Rate (If applicable)	Hourly Rate (Less Discount if applicable)	Total (VAT excl.)
Departmental Facilities Total allocated time: 3600 Hours (based on 100 hours per departmental facilities) Note: The hours mentioned above are the total hours allocated to all 36 departmental facilities. These hours are to be divided between employees of the tendering entity. It is the responsibility of the tenderer to split the number of hours between principal registered professionals, registered professionals, registered technicians and unregistered built-environment graduates, in order to formulate a lump sum total Refer to Annexure E for list departmental facilities.	Registered Professional Principal 248 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Registered Professional 742 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Registered Technician 1485 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Unregistered built environment graduates 1125 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Total Hours should not exceed the sum total = 3600				
				Sub-Total	R_____
Supplementary Services					
Description					Lump Sum
<ul style="list-style-type: none"> Administration and copying costs 					R
<ul style="list-style-type: none"> Subsistence and travelling costs 					R
				Sub-Total	R
				TOTAL	R

ETHEKWINI REGION.	Professional Status and project time allocation	Hourly Rate	Discount Rate (If applicable)	Hourly Rate (Less Discount if applicable)	Total (VAT excl.)
Departmental Facilities Total allocated time: 4500 Hours (based on 100 hours per departmental facilities) Note: The hours mentioned above are the total hours allocated to all 45 departmental facilities. These hours are to be divided between employees of the tendering entity. It is the responsibility of the tenderer to split the number of hours between principal registered professionals, registered professionals, registered technicians and unregistered built-environment graduates, in order to formulate a lump sum total Refer to Annexure E for list departmental facilities.	Registered Professional Principal 309 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Registered Professional 928 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Registered Technician 1856 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Unregistered built environment graduates 1 407 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Total Hours should not exceed the sum total = 4 500				
				Sub-Total	R_____
Supplementary Services					
Description					Lump Sum
<ul style="list-style-type: none"> Administration and copying costs 					R
<ul style="list-style-type: none"> Subsistence and travelling costs 					R
				Sub-Total	R
				TOTAL	R

NORTH COAST REGION.	Professional Status and project time allocation	Hourly Rate	Discount Rate (If applicable)	Hourly Rate (Less Discount if applicable)	Total (VAT excl.)
Departmental Facilities Total allocated time: 3400 Hours (based on 100 hours per departmental facilities) Note: The hours mentioned above are the total hours allocated to all 34 departmental facilities. These hours are to be divided between employees of the tendering entity. It is the responsibility of the tenderer to split the number of hours between principal registered professionals, registered professionals, registered technicians and unregistered built-environment graduates, in order to formulate a lump sum total Refer to Annexure E for list departmental facilities.	Registered Professional Principal 234 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Registered Professional 701 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Registered Technician 1402 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Unregistered built environment graduates 1063 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Total Hours should not exceed the sum total = 3400				
				Sub-Total	R_____
Supplementary Services					
Description					Lump Sum
<ul style="list-style-type: none"> Administration and copying costs 					R
<ul style="list-style-type: none"> Subsistence and travelling costs 					R
				Sub-Total	R
				TOTAL	R

SOUTHERN REGION.	Professional Status and project time allocation	Hourly Rate	Discount Rate (If applicable)	Hourly Rate (Less Discount if applicable)	Total (VAT excl.)
Departmental Facilities Total allocated time: 5100 Hours (based on 100 hours per departmental facilities) Note: The hours mentioned above are the total hours allocated to all 51 departmental facilities. These hours are to be divided between employees of the tendering entity. It is the responsibility of the tenderer to split the number of hours between principal registered professionals, registered professionals, registered technicians and unregistered built-environment graduates, in order to formulate a lump sum total Refer to Annexure E for list departmental facilities.	Registered Professional Principal 350 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Registered Professional 1052 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Registered Technician 2104 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Unregistered built environment graduates 1594 Hours	R_____ p/h	_____ %	R_____ p/h	R_____
	Total Hours should not exceed the sum total = 5100				
				Sub-Total	R_____
Supplementary Services					
Description					Lump Sum
• Administration and copying costs					R
• Subsistence and travelling costs					R
				Sub-Total	R
				TOTAL	R

9. Total Costing

REGION (CLUSTER)	Total
MIDLANDS	
ETHEKWINI	
NORTH COAST	
SOUTHERN	
Sub Total	
VAT	
TOTAL	

The total amount inclusive VAT to be posted to SBD 3.3 (Pricing Schedule) on page 17 of this Bid Document.