



**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS**

ZNT NUMBER: ZNT 6/20/21

**DESCRIPTION OF SERVICE: THE APPOINTMENT OF ONE (1) MULTI-DISCIPLINARY
BUILT ENVIRONMENT CONSULTING FIRM / PROJECT MANAGEMENT CONSORTIUM TO
UNDERTAKE FACILITIES CONDITIONAL ASSESSMENTS FOR KZN PUBLIC WORKS
BUIDLINGS**

DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG x 9041
PIETERMARITZBURG
3200

Project Leader : Mr P Chetty

Telephone: 033 –355 5679

***PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN
TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN
MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED
BY PROVINCIAL TREASURY.***

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SECTION A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE KZN DEPARTMENT OF PUBLIC WORKS

THE APPOINTMENT OF ONE (1) MULTI-DISCIPLINARY BUILT ENVIRONMENT CONSULTING FIRM /
PROJECT MANAGEMENT CONSORTIUM TO UNDERTAKE FACILITIES CONDITIONAL ASSESSMENTS FOR
KZN PUBLIC WORKS BUILDINGS

BID NUMBER: ZNT 6/20/21

CLOSING DATE: 02 November 2020

Time: 11:00

COMPULSORY BRIEFING

NIL. ONLY E MAIL ENQUIRIES RECEIVED BEFORE 16 OCTOBER 2020 WILL BE ATTENDED TO @
scmenquiries@kznworks.gov.za

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Private Bag X 9041 Pietermaritzburg
3200.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
191 Prince Alfred Street - Department of Public Works Pietermaritzburg 3200
.....
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODE NUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

.....☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR...CERTIFIED
COPY OF BBBEE STATUS LEVEL MUST BE SUBMITTED.....☐

A REGISTERED AUDITOR CERTIFIED COPY OF BBBEE STATUS LEVEL MUST BE SUBMITTED
.....☐

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR
PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO
[IF YES ENCLOSE PROOF]

Networking

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact: Enquiries

Tel: 033 -355 54??

E-mail address: scmenquiries@kznworks.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: The Director PDV

Tel: 033-355 5679

E-mail address: pdvenquiries@kznworks.gov.za

SECTION B

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 AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice 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 camera as soon as practicable after the closing time of bid, and posted on the website.
15. 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.
16. The bidder must initial each and every page of the document.

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers can self-register on the CSD website: www.csd.gov.za
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.
- 5 Only suppliers registered on CSD will be eligible to submit bids.

CSD Number: _____

SECTION D

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/authorised representative).....

....., WHO REPRESENTS (state name of bidder).....

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIERS 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 QUOTATION/BID.

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

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Income Tax Reference Number | State Number Number | Employee / Persal |
|-----------|-----------------|---|---------------------------|----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION F

BID NUMBER: ZNT 6/20/21

1. BID PRICE INCLUDING VAT:
2. AMOUNT IN WORDS:
.....
3. TIME FOR COMPLETION/ DELIVERY:.....calendar days/months

| | | |
|---------------------------------|---------------------------|-----------------------|
| NAME OF BIDDER: | SIGNATURE | DATE: |
|---------------------------------|---------------------------|-----------------------|

FOR OFFICE PURPOSES ONLY

IMPORTANT

Mark appropriate block with "X"

- | | | | |
|---|-----|----|--|
| 1. HAVE ANY ALTERATIONS BEEN MADE? | YES | NO | |
| 2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? | YES | NO | |
| 3. IF APPLICABLE: DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO | |

SECTION G

SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 “Department” means the Department of Works in the KwaZulu-Natal Provincial Administration.
- 1.2 “Head” means the officer appointed to the post of Head of the Department, who has signed this contract and shall include any person acting in that capacity.
- 1.3 “Contractor” means the person or persons, partnership, firm or company or close corporation, etc. whose quotation for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.
- 1.4 “Team” means person or persons representing or acting on behalf of the Contractor in the execution of this Contract.
- 1.5 “Written instructions” means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Contractor for the purpose of his guidance, direction or instruction.
- 1.6 “PA” means principal agent, it is the consultant that is appointed by the Department to appoint other disciplines in the project.
- 1.7 “Sub-consultant” means, for the purpose of this document, any built environment professional (applicable to the scope of work mentioned herein) who may be required to carry out specialized inspections. These consultants will be required as and when necessary
- 1.8 “Primary consultant” Means, for the purpose of this document, any consultant deemed essential to the completion of all conditional assessments as mentioned in this document. These consultants will be required on all facilities

2. 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

3. SCOPE OF WORK

- 3.1 The successful Service Provider will be required to undertake conditional assessments, using field exercises in verification and assessing a number of state owned office buildings spread geographically.
- 3.2 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.

- 3.3 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.**

1.1 Conditional Assessment (NEIM) –

| 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 - |
| 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] - |
| 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 (m ²). |

| | |
|-----------|---|
| 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:-

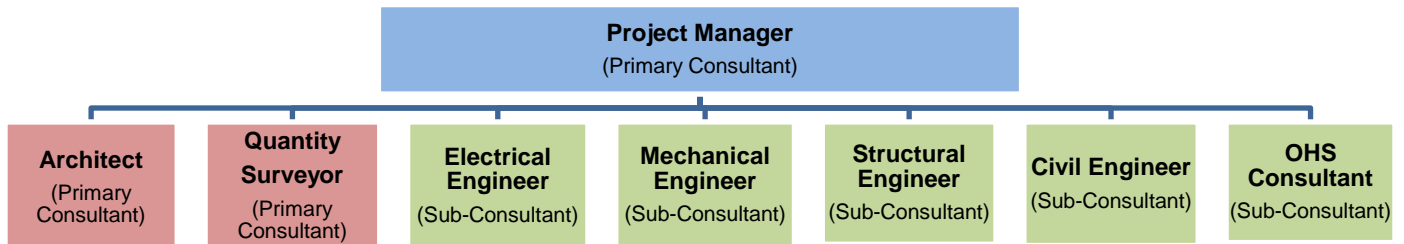
- Urgent
- Short-term Needs (0-1 years)
- Medium-term needs (2-3 years)
- Long-term needs (4-5 years)

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 **Figure 1** illustrates the basic organizational chart of the human resource dynamics of the project. The essential deliverables for each discipline includes, but **not limited to** the following:

- **Project Manager:** will manage all necessary teams and ensure that the project is completed on time. Additionally, the project manager will be the direct point of call to the department, responsible for providing updates and reports to the departmental project leader and attending to any queries from the department.
- **Architect:** will be responsible for carrying out on-site analysis of the facilities, developing as-built drawings (if required) and compiling the conditional assessment report. All information collated by the architect must be conveyed to the quantity surveyor for further analysis. **The architect will be required on all facilities.**
- **Quantity Surveyor:** will be responsible for the development of improvement plans, maintenance plans and proposed strategies, using the information provided by the architectural team. **The quantity surveyor will be required on all facilities**
- **Sub-Consultants:** will be required on needs-based priority in their respective fields, where specialist investigations will be required. This will be at the discretion of the Architect and Project Manager, with written approval from the Department

It must be noted that the above is a basic scope of services required from the appointed consultants; the department reserves the right to develop the scope further.

- 4.2 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.
- 4.3 Should the tendering entity not have all required professionals under their employ, they may form a consortium to complete the team. The details of which must be provided as part of this tender document. It must be noted that the appropriate sub-consultant must only be used for drastically derelict facilities, whereby specialist investigations are required. The aforementioned can only be done after submitting a motivation to the departmental project leader and with prior written approval from the Department. **The tendering entity must clearly state whether they are tendering as an individual, multi-disciplinary firm or as a consortium.**

- 4.4 The onus is on the appointed entity to ensure that they have the human resources to undertake the assessments and complete them in the stipulated time.
- 4.5 The appointed entity will be responsible to co-ordinate and manage the respective sub consultants and ensure the completion of the assessments within **3 Months** of appointment.
- 4.6 It is the duty of the Project Manager 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.
- 4.7 An organogram showing provisional team leaders and their teams, and the number of facilities that will be allocated to them must be provided.
- 4.8 The Department promotes the use of innovative technologies and methodologies in order to produce quick, accurate and quality results. Eg. The use of drones, computer and mobile applications etc. Therefore, the tendering entity must provide a detailed report on how technology and/or innovative methodologies can be implemented in the development of the assessments in order to produce quality results in the allocated time. This can be included as part of the project program.

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 KZN Provincial Growth and Development Plan/Strategy

6. QUALIFICATIONS AND REQUIREMENTS

- 6.1 The appointed professionals must have a professional qualification in their respective fields and be registered as a professional with the applicable Councils.
- 6.2 The appointed professional must have experience in undertaking facility conditional assessments and the development of maintenance plans.
- 6.3 The Department of Public Works promotes the advancement of designated groups and it is a specific requirement of this tender that a minimum of 30% of the value of the contract be either subcontracted to an EME or QSE which is at least 51% owned by Black African People who are either youth, women, people with disabilities, or military veterans.

7. FINAL REPORT SUBMISSION REQUIREMENTS

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

8. CONTRACT PERIOD

The contract period for completed reports is **3 Months**.

9. EVALUATION CRITERIA

The evaluation criteria will be in three phases:

Phase 1:

- Administrative and Prequalification Compliance

Phase 2:

- Functionality Minimum score of 65 points.

- (i) A sub minimum total of **65 points** will be required in fields A, B and C, of which a minimum of **36 points must be met in category A** in order to proceed to category B and C.
- (ii) In addition to the minimum 65 points, the bidder shall also achieve the specified minimum in each of the evaluation sub-categories in order to be considered responsive.
- (iii) Bidders who fail to score the minimum threshold points and/or the total required 65 points will be considered non-responsive and will be disqualified.

Phase 3:

Price and preference

Only bidders who meet the minimum score in category A, B and C will proceed, and be further evaluated. Bidders must submit the required detailed information to comply with the specified evaluation criteria

| FUNCTIONALITY CRITERIA | | | |
|--|---|--------------|--------------------|
| A. MANDATORY REQUIREMENTS (50 POINTS) (Minimum of 36 points required) | | | |
| Evaluation Criteria | Information to be submitted | Total points | Minimum Sub-points |
| 1.Methodology Tenderers to submit a detailed Method statement. | Tenderers to submit a detailed organogram of key project resources and name all primary consultants and sub-consultants, who must have more than 5 years' post registration experience in the Built environment Industry. | 10 | 7 |
| | No Response– 0 Poor – 4 Satisfactory - 7 Good – 9 Very Good – 10 <i>*refer to methodology key below</i> | | |
| | Detailed CV's and references to be provided in substantiation of the detailed methodology. | 10 | 7 |
| | No Response – 0 Poor – 4 Satisfactory - 7 Good – 9 Very Good - 10 <i>*refer to methodology key below</i> | | |
| | Method statement must include a project program detailing how they intend to complete the project in the allocated time frame, together with innovation and creativity. | 20 | 16 |
| | No Response – 0 Poor – 8 Satisfactory - 16 Good – 20 <i>*refer to key 2 below</i> | | |
| | Analytical and technical data to be grouped in line with the UAMPS specifications synopsis | 5 | 3 |
| | No Response - 0 Satisfactory – 3 Good - 5 | | |

| | | | |
|--|---|---------------------|---------------------------|
| | <p>Quality management system including ISO 9001</p> <p>No Response – 0 Satisfactory - 3 Good – 5</p> | 5 | 3 |
| B. Experience on Projects of Similar Nature and Duration (35 POINTS) (Minimum of 20 points required) | | | |
| Evaluation Criteria | Information to be submitted | Total points | Minimum Sub-points |
| Project specific experience of Bidder | <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, to be attached.</p> <p>91 – 100+ sites Max. 20 Points</p> <p>51 to 90 sites Max. 16 Points</p> <p>0 to 50 sites Max. 12 Points</p> | 20 | 12 |
| | <p>A schedule of collective, individual experience on projects of a similar nature of the allocated professionals.</p> <p>91 – 100 Projects Max 15 Points</p> <p>51 – 90 Projects Max 12 Points</p> <p>0 – 50 Projects Max 8 Points</p> | 15 | 8 |
| C. Transformation (15 POINTS) (Minimum of 9 points required) | | | |
| Transformation agenda | <p>Project specific approach to enterprise development.</p> <p>No Response - 0 Satisfactory – 3 Good - 5</p> | 5 | 3 |
| | <p>Approach to incorporating interns.</p> <p>No Response - 0 Satisfactory – 3 Good - 5</p> | 5 | 3 |

| | | | |
|---------------------|---|------------|-----------|
| | Incorporation of emerging Professional Service providers. No Response - 0 Satisfactory – 3 Good – 5 *refer to key 3 below | 5 | 3 |
| TOTAL POINTS | | 100 | 65 |

Methodology

No Response: tenderer failed to provide information

Poor: The organization chart is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Unlikely to complete the project in the allocated timeframe.

Satisfactory: The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Likely to complete the project on the allocated timeframe.

Good: Besides meeting the “satisfactory” rating, Staff are well balanced i.e. they show good coordination, complimentary skills, clear and defined duties and responsibilities. Some members of the project team have worked together before on limited occasions. Will complete the project in the allocated timeframe.

Very good: Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past. Will complete the project in the allocated timeframe.

Key 2

No Response: tenderer failed to provide information

Poor: The Project program is weak and undefined. The scope of work is misinterpreted, lack of innovative methodologies and technology. Unlikely to provide accurate and quality assessments in the allocated time.

Satisfactory: The Project program is complete. The scope of work is adequately interpreted with little use of innovative methodologies and technology. Likely to provide accurate and quality assessments in the allocated time.

Good: The scope of work has been well interpreted and it is clear that the tendering entity has adequate experience in projects of a similar nature. The use of innovative technology and methodology is clear and could improve standards of facilities conditional assessments. The tendering entity will provide accurate and quality results in the allocated time.

Key 3

No Response: tenderer failed to provide information

Satisfactory: The information provided is adequate, with little emphasis on transformation.

Good: The information provided is well defined, with transformation well integrated into the project program.

Financial offer and preference points

THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

1. BID DECLARATION

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

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

- 2.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

3. SUB-CONTRACTING

- 3.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

- ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

10. COSTING

- 10.1 The costing for the professional services of the project are to be quoted on a **time-based** fee, producing a lump sum, 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.
- 10.2 The hours as specified in the costing table 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.
- 10.3 Payments to the Consultant will be made upon submission of the following deliverables per Cluster:-
 - 10.3.1 Completion of Project Briefs, Project Plans and schedules, Verification of Scope with Google Earth
Picture of offices with co-ordinates – Timesheets and trip logs to be submitted
 - 10.3.2 Completion of Preliminary Reports , including photographs, asset registers, replacement and maintenance costs. – Time sheets and trip logs to be submitted
 - 10.3.3 Submission of Final Amended Reports to DoPW – Time sheets and trip logs to be submitted

10.3 PRICE BREAKDOWN FOR ALL FACILITIES

| Cluster Ref. No. | Professional Status and project time allocation | Hourly Rate | Hourly Rate (Less Discount if applicable) | Total |
|---|---|-------------|---|------------------|
| Total Cost Total allocated time: 10 000 hours Note: The hours mentioned above are the total hours allocated to this project. It is the responsibility of the tendering entity to split These hours between primary consultants, sub-consultants, SMME's and enterprise developments. | Project Manager _____ Hours | R_____p/h | Less_____ % R_____p/h | R |
| | Senior professionally Registered Primary consultant (Architect) _____ Hours | R_____p/h | Less_____ % R_____p/h | R |
| | Professionally Registered primary consultant (Architect) _____ Hours | R_____p/h | Less_____ % R_____p/h | R |
| | Senior professionally Registered Primary consultant (QS) _____ Hours | R_____p/h | Less_____ % R_____p/h | R |
| | Professionally Registered primary consultant (QS) _____ Hours | R_____p/h | Less_____ % R_____p/h | R |
| | Fixed Sub-Consultant Hourly Rate | | R_____p/h | R |
| | | | | Sub-Total |
| Supplementary Services (for evaluation purposes only) | | | | |
| Description | Sum Total | | | |
| Administration and copying costs | R | | | R |
| Subsistence & travelling costs (breakdown to be provided) | R | | | R |
| | | | Total | R |
| | | | Total Incl. Vat | R |

SECTION H

SERVICES - ZNT 6/20/21: THE APPOINTMENT OF ONE (1) MULTI-DISCIPLINARY BUILT ENVIRONMENT CONSULTING FIRM / PROJECT MANAGEMENT CONSORTIUM TO UNDERTAKE FACILITIES CONDITIONAL ASSESSMENTS FOR KZN PUBLIC WORKS BUILDINGS

No compulsory tender briefing meeting/ bid clarification meeting for tender ZNT 6/20/21 will be held due to the COVID -19 pandemic and the protocols thereof. All queries must be submitted in writing to the following e- mail address: scmenquiries@kznworks.gov.za by no later than Friday, 16 October 2020 at 14H00. No further queries will be attended to after this date. All queries will be tabulated and displayed on the website and bid notice board at 191 Prince Alfred Street Pietermaritzburg on 20 October 2020.

SECTION I

TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a Bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as e Filers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER

| |
|--|
| |
|--|

PIN NUMBER

| |
|--|
| |
|--|

SECTION J

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....

.....
SIGNATURE

.....
DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
| | | |
| | | |
| | | |
| | | |

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

| | | |
|---------------------------|---------------------------|---------------------------|
| SIGNATURE | SIGNATURE | SIGNATURE |
|---------------------------|---------------------------|---------------------------|

| | | |
|----------------------|----------------------|----------------------|
| DATE | DATE | DATE |
|----------------------|----------------------|----------------------|

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at
.....Mr/Ms....., whose
signature appears below, has been authorised to sign all documents in connection with this bid
on behalf of (Name of Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT
NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1

2

F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE :..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs.....

(whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... **DATE:**.....

SECTION K CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
1. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY
NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION L

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(To be completed by Bidder.)

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

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audialterampartem</i> rule was applied). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:..... | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:..... | | |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:..... | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:..... | | |

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION M

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE “B”: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- (b) “Contract” means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) “Contract price” means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) “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.
- (e) “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) “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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) “Day” means calendar day.
- (h) “Delivery” means delivery in compliance with the conditions of the contract or order.
- (i) “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- (j) “Delivery into consignees store or to his site” means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) “Dumping” occurs when a private enterprise abroad market its goods and services 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.
- (l) “Force majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) “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.
- (n) “GCC” means the General Conditions of Contract.
- (o) “Goods” means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the

Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.

- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.

- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2 -
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on

Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
 - 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
 - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
 - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
 - 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
 - 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
 - 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
 - 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.

- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
 - 11.1.1 cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
 - 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
 - 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretenses, the Province may, at its own right:-

14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or

14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.

16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

17.2.1 Name of Institution placing order;

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

18. EXPORT LICENCES

18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:

- 18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
- 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organisation acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the

Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.

- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organizations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from monies due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfillment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such monies or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives.

Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 28.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting such notice.

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
 - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.

- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

34. 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.

35. TAXES AND DUTIES

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until

.....delivery of the contracted goods to the Province.

- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

36. **PROHIBITION OF RESTRICTIVE PRACTICES**

- 36.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collective bidding (or bid rigging).
- 36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice 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.
- 36.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

ANNEXURE C

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

(i)

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

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

11 GENERAL CONDITIONS

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

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

11.4

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

11.5 Points for this bid shall be awarded for:

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

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

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

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

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

12

- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

13

13.3

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

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

14

14.3

points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

15 BID DECLARATION

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

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

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

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

17 SUB-CONTRACTING

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

(**Tick applicable box**)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

17.3.2 If yes, indicate:

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

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

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

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

(**Tick applicable box**)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

Designated Group: An EME or QSE which is at last 51% owned by:

EME
√

QSE
√

Black people

Black people who are youth

Black people who are women
 Black people with disabilities
 Black people living in rural or underdeveloped areas or townships
 Cooperative owned by black people
 Black people who are military veterans
 OR
 Any EME
 Any QSE

18 DECLARATION WITH REGARD TO COMPANY/FIRM

18.3 Name of company/firm:.....

18.4 VAT registration number:.....

18.5 Company registration number:.....

18.6 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

18.7 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

18.8 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (f) disqualify the person from the bidding process;
- (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (h) 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;
- (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (j) forward the matter for criminal prosecution.

(e) forward the matter for criminal pro

WITNESSES

3.

4.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Annexure D

List of buildings to be assessed

| | FacilityId | FacilityName | FacilityTypeName | DepartmentName | ResponsibleRegion |
|----|------------|--|--|--------------------|-------------------|
| 1 | ZN00004 | AMATIKULU PRIMARY HEALTH TRAINING CENTRE | TRAINING CENTRE | HEALTH | eThekwini |
| 2 | ZN01294 | BHONGWENI A.E.C | ABET CENTRE (Adult Based Education and Training) | EDUCATION | Southern |
| 3 | ZN01480 | CHATSWORTH TEACHERS TRAINING CENTRE | TEACHER'S CENTRE | EDUCATION | eThekwini |
| 4 | ZN01587 | DALISU A.E.C | ABET CENTRE (Adult Based Education and Training) | EDUCATION | Southern |
| 5 | ZN01611 | DAYDAWN TRAINING CENTRE | TRAINING CENTRE | EDUCATION | eThekwini |
| 6 | ZN02560 | GUGULESIZWE AEC | ABET CENTRE (Adult Based Education and Training) | EDUCATION | Southern |
| 7 | ZN03106 | JABU NGCOBO A.E.C | ABET CENTRE (Adult Based Education and Training) | EDUCATION | Southern |
| 8 | ZN03299 | KLAARWATER A.E.C. - ABET | ABET CENTRE (Adult Based Education and Training) | EDUCATION | eThekwini |
| 9 | ZN03877 | MANAYE A.E.C | ABET CENTRE (Adult Based Education and Training) | EDUCATION | Southern |
| 10 | ZN03972 | MAPHUMULO EDUCATION CENTRE | TEACHER'S CENTRE | EDUCATION | eThekwini |
| 11 | ZN04438 | MNELI A.E.C | ABET CENTRE (Adult Based Education and Training) | EDUCATION | Southern |
| 12 | ZN05924 | SHISA ADULT EDUCATION | ABET CENTRE (Adult Based Education and Training) | EDUCATION | Southern |
| 13 | ZN06833 | TONGAAT TEACHERS CENTRE - EDUCATION DEPARTMENT | TEACHER'S CENTRE | EDUCATION | eThekwini |
| 14 | ZN10165 | EXCELSIOR PLACE OF SAFETY - PINETOWN | PLACE OF SAFETY | SOCIAL DEVELOPMENT | eThekwini |
| 15 | ZN10168 | VALLEY VIEW PLACE OF SAFETY - SPRINGFIELD | PLACE OF SAFETY | SOCIAL DEVELOPMENT | eThekwini |
| 16 | ZN11388 | HIGHFLATS SAPS - PTN 18 OF THE FARM ESPERANZA NO. 1938 | POLICE STATION | CUSTODIAN | Southern |
| 17 | ZN25039 | LIBRARY SERVICES - PINETOWN | LIBRARY | ARTS AND CULTURE | eThekwini |

| | | | | | |
|----|---------|---|--|--|-------------|
| 18 | ZN25051 | PLACE OF SAFETY - ERF 1249 NGWELEZANA | PLACE OF SAFETY | EDUCATION | North Coast |
| 19 | ZN25144 | PRINCESS MKABAYI CHILDRENS HOMES - NQUTU | PLACE OF SAFETY | SOCIAL DEVELOPMENT | Midlands |
| 20 | ZN25153 | PHOENIX ASSESSMENT & THERAPY CENTRE | REHABILITATION CENTRE | HEALTH | eThekwini |
| 21 | ZN25175 | MIDLANDS LIBRARY DEPOT | LIBRARY | ARTS AND CULTURE | Southern |
| 22 | ZN25907 | ARTS AND CULTURE LIBRARY - DUNDEE | LIBRARY | ARTS AND CULTURE | Midlands |
| 23 | ZN26946 | THE NATAL PLAYHOUSE PROPS & COSTUMES DEPARTMENT | ENTERTAINMENT CENTRE | ARTS AND CULTURE | eThekwini |
| 24 | ZN27461 | UMLAZI PLACE OF SAFETY - UMLAZI S | PLACE OF SAFETY | SOCIAL DEVELOPMENT | eThekwini |
| 25 | ZN27521 | KWADUKUZA POLICE STATION - STANGER | POLICE STATION | COMMUNITY SAFETY AND LIAISON | eThekwini |
| 26 | ZN27659 | THE NATAL PLAYHOUSE: 29-31 ACUTT STREET - DURBAN | ENTERTAINMENT CENTRE | ARTS AND CULTURE | eThekwini |
| 27 | ZN27842 | OCEAN VIEW PLACE OF SAFETY - BLUFF | PLACE OF SAFETY | SOCIAL DEVELOPMENT | eThekwini |
| 28 | ZN27889 | DURBAN TEACHER TRAINING CENTRE - COLLEGE ROAD | TEACHER'S CENTRE | EDUCATION | eThekwini |
| 29 | ZN28373 | POLICE STATION - ERF 966 GLENCOE | POLICE STATION | PUBLIC WORKS | Midlands |
| 30 | ZN51512 | GREENFIELDS PLACE OF SAFETY | PLACE OF SAFETY | SOCIAL DEVELOPMENT | Southern |
| 31 | ZN51644 | PATA PLACE OF SAFETY | PLACE OF SAFETY | SOCIAL DEVELOPMENT | Southern |
| 32 | ZN51723 | RICHMOND AIDS ORPHANED CHILD CARE CENTRE | PLACE OF SAFETY | SOCIAL DEVELOPMENT | Southern |
| 33 | ZN51869 | AGRICULTURE TRAINING CENTRE - NYANGWINI FARMERS TRAINING CENTRE - TURTON | ABET CENTRE (Adult Based Education and Training) | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Southern |
| 34 | ZN52053 | ZAKHE CHILD & YOUTH CARE (PLACE OF SAFETY) | PLACE OF SAFETY | SOCIAL DEVELOPMENT | eThekwini |
| 35 | ZN52204 | REHABILITATION CENTRE- ERF 287 INGAGANE | REHABILITATION CENTRE | SOCIAL DEVELOPMENT | Midlands |
| 36 | ZN52906 | NDUMO COMMUNITY LIBRARY | LIBRARY | ARTS AND CULTURE | North Coast |
| 37 | ZN53114 | ERF 326 INGWAVUMA | REHABILITATION CENTRE | PUBLIC WORKS | North Coast |
| 38 | ZN53373 | KHANYANI REHABILITATION CENTRE - NEWCASTLE | REHABILITATION CENTRE | SOCIAL DEVELOPMENT | Midlands |
| 39 | ZN53526 | MBAZWANA LIBRARY AND DEPOT OFFICE - NCR | LIBRARY | ARTS AND CULTURE | North Coast |
| 40 | ZN53698 | BAMBELELA CHILDREN'S HOME & ART CENTRE - NKANDLA | PLACE OF SAFETY | SOCIAL DEVELOPMENT | North Coast |

| | | | | | |
|----|---------|--|--|-------------------------------|-----------|
| 41 | ZN54426 | SINETHEMBA CHILD & YOUTH CARE CENTRE - NEWCASTLE | PLACE OF SAFETY | SOCIAL DEVELOPMENT | Midlands |
| 42 | ZN54492 | SOUTH AFRICAN POLICE SERVICES - MANDINI | POLICE STATION | SOUTH AFRICAN POLICE SERVICES | eThekwini |
| 43 | ZX10137 | NEWLANDS PARK CENTRE FOR REHABILITATION | PLACE OF SAFETY | SOCIAL DEVELOPMENT | |
| 44 | ZY04439 | MNFUNDO LETHUTO A.E.C | ABET CENTRE (Adult Based Education and Training) | <Department Undefined> | |
| 45 | ZN28012 | WORKS DISTRICT OFFICE - AMANZIMTOTI | OFFICES | TRANSPORT | eThekwini |
| 46 | ZX10110 | HOUSE - O/A 20 CANDELLA ROAD - SHERWOOD | HOUSE | PRIVATE | |
| 47 | ZN52104 | OFFICES - SOCIAL DEVELOPMENT - MAPHUMULO | OFFICES | SOCIAL DEVELOPMENT | eThekwini |
| 48 | ZN51294 | OFFICIAL ACCOMMODATION - ERF 1058 - PTN 28 - SEA VIEW | OFFICES | HUMAN SETTLEMENTS | eThekwini |
| 49 | ZN51291 | OFFICIAL ACCOMMODATION - HUMAN SETTLEMENTS - 62 HURTLEY RD - QUEENSBURGH | OFFICES | HUMAN SETTLEMENTS | eThekwini |
| 50 | ZN51286 | OFFICIAL ACCOMMODATION - ERF 5448 - DURBAN | OFFICES | HUMAN SETTLEMENTS | eThekwini |
| 51 | ZN10109 | OFFICIAL HOUSE - TRANSPORT - ERF 585 - BEREAS WEST EXT NO. 6 | HOUSE | PUBLIC WORKS | eThekwini |
| 52 | ZN28656 | HENNIE DU PLESSIS -TRANSPORT REGIONAL ENGINEERS OFFICE - AUBREY RD PTN | OFFICES | TRANSPORT | eThekwini |
| 53 | ZN10108 | OFFICIAL HOUSE - TRANSPORT - ERF 583 - BEREAS WEST EXT NO. 6 | HOUSE | PUBLIC WORKS | eThekwini |
| 54 | ZN10817 | OFFICIAL HOUSE - 35 EDGAR CHARLTON CRESCENT - STANGER | HOUSE | PUBLIC WORKS | eThekwini |

| | | | | | |
|----|---------|---|------------------|-----------|-----------|
| 55 | ZN10106 | HOUSE - TRANSPORT - ERF 582 - BERE WEST EXT NO. 6 | HOUSE | TRANSPORT | eThekwini |
| 56 | ZN26942 | NTUZUMA TEACHERS CENTRE | TEACHER'S CENTRE | EDUCATION | eThekwini |
| 57 | ZN54286 | OFFICES - MPUMALANGA EMRS - HAMMARSDALE | OFFICES | HEALTH | eThekwini |
| 58 | ZN53161 | OFFICIAL HOUSE - HOUSE NO 17/123 NDWEDWE - EDUCATION | HOUSE | EDUCATION | eThekwini |
| 59 | ZN10816 | OFFICIAL HOUSE - 31 EDGAR CHARLTON CRESCENT - STANGER | HOUSE | TRANSPORT | eThekwini |
| 60 | ZN25259 | HIGHWAY HOUSE OFFICE BUILDING - BRICKFIELD | OFFICES | HEALTH | eThekwini |
| 61 | ZN51332 | EDUCATION CIRCUIT OFFICES - NQUTU | OFFICES | EDUCATION | Midlands |
| 62 | ZN52006 | EDUCATION CIRCUIT OFFICE- DANNHAUSER | OFFICES | EDUCATION | Midlands |
| 63 | ZN51923 | OFFICES - ERF 4080 DUNDEE | OFFICES | EDUCATION | Midlands |

| | | | | | |
|----|---------|---|-----------------|---|-------------|
| 64 | ZN00091 | PROVINCIAL LABORATORY SERVICES | RESEARCH CENTRE | HEALTH | eThekwini |
| 65 | ZN01755 | DURBAN ENVIRONMENTAL EDUCATION CENTRE | RESEARCH CENTRE | EDUCATION | eThekwini |
| 66 | ZN03917 | MANGUZI RESOURCE CENTRE | RESEARCH CENTRE | EDUCATION | North Coast |
| 67 | ZN10812 | KOKSTAD AGRICULTURAL RESEARCH STATION | RESEARCH CENTRE | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Southern |
| 68 | ZN25249 | STATE VET ANIMAL HEALTH LABORATORY -ERF 706 | RESEARCH CENTRE | AGRICULTURE, ENVIRONMENTAL | North Coast |

| | | | | | |
|----|---------|--|--|--|-------------|
| | | | | AFFAIRS AND RURAL DEVELOPMENT | |
| 69 | ZN27002 | ALLERTON LABORATORY | RESEARCH CENTRE | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Southern |
| 70 | ZN28114 | COLLEGE - CEDARA AGRICULTURAL COLLEGE AND RESEARCH STATION | RESEARCH CENTRE | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Southern |
| 71 | ZN28114 | COLLEGE - CEDARA AGRICULTURAL COLLEGE AND RESEARCH STATION | RESEARCH CENTRE | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Southern |
| 72 | ZN51366 | AGRICULTURAL EXPERIMENTAL GROUNDS- ERF 252 - VRYHEID | RESEARCH CENTRE | EDUCATION | North Coast |
| 73 | ZN51714 | KWA DINDI MUSHROOM PROJECT | RESEARCH CENTRE | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Southern |
| 74 | ZN52471 | DUNDEE RESEARCH CENTRE | RESEARCH CENTRE | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Midlands |
| 75 | ZN53614 | BARTLOW COMBINE RESEARCH STATION - HLUHLUWE | RESEARCH CENTRE | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | North Coast |
| 76 | ZN53676 | BULWER ARTS CENTRE | RESEARCH CENTRE | ARTS AND CULTURE | Southern |
| 77 | ZN00090 | REGIONAL LAUNDRY - DURBAN | REGIONAL SERVICE CENTRE (LAUNDRY, KITCHEN, | HEALTH | eThekwini |

| | | | | | |
|----|---------|--|---|---|-------------|
| | | | PHARMACY, STORE, WORKSHOPS) | | |
| 78 | ZN00095 | PROVINCIAL MEDICAL SUPPLY CENTRE - DURBAN | PHARMACEUTICAL DEPOT | HEALTH | eThekwini |
| 79 | ZN00097 | PRINCE MSHIYENI CENTRAL LAUNDRY | REGIONAL SERVICE CENTRE (LAUNDRY, KITCHEN, PHARMACY, STORE, WORKSHOPS) | HEALTH | eThekwini |
| 80 | ZN25891 | LAUNDRY - PTN 24 OF ERF 642 DUNDEE | REGIONAL SERVICE CENTRE (LAUNDRY, KITCHEN, PHARMACY, STORE, WORKSHOPS) | HEALTH | Midlands |
| 81 | ZN26233 | OLD WAREHOUSE - ERF 137 EMPANGENI | WAREHOUSING | HEALTH | North Coast |
| 82 | ZN26886 | CENTRAL PROVINCIAL STORES - HEALTH - PIETERMARITZBURG | REGIONAL SERVICE CENTRE (LAUNDRY, KITCHEN, PHARMACY, STORE, WORKSHOPS) | HEALTH | Southern |
| 83 | ZN51265 | AGRICULTURE STORES - ERF 212 UMZIMKHULU | WAREHOUSING | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Southern |
| 84 | ZN51282 | MASONS MILL DEPOT | WORKSHOPS | PUBLIC WORKS | Southern |
| 85 | ZN52449 | TRANSPORT DEPOT - NEW HANOVER | WORKSHOPS | TRANSPORT | Southern |
| 86 | ZN53107 | WORKSHOPS - AGRICULTURE - CEDARA | WORKSHOPS | AGRICULTURE, ENVIRONMENTAL AFFAIRS AND RURAL DEVELOPMENT | Southern |
| 87 | ZN53423 | WAREHOUSE - ERF 3300 DUNDEE | WAREHOUSING | PUBLIC WORKS | Midlands |
| 88 | ZN53714 | LEATHER PROCESSING HUB - PIETERMARITZBURG | WORKSHOPS | ECONOMIC DEVELOPMENT AND TOURISM | Southern |
| 89 | ZN54336 | MECHANICAL WORKSHOP - HOWICK | WORKSHOPS | TRANSPORT | Southern |
| 90 | ZN54473 | WEIGHBRIDGE - MTUBATUBA | WEIGHBRIDGE | TRANSPORT | <Undefined> |

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|----|---------|------------------------------------|----------------|--------------|-------------|
| 91 | ZN54504 | NKOSI TRADITIONAL COUNCIL - EDUMBE | COMMUNITY HALL | PUBLIC WORKS | North Coast |
| 92 | ZN54473 | WEIGHBRIDGE - MTUBATUBA | WEIGHBRIDGE | TRANSPORT | <Undefined> |

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|-----|---------|--|----------|--------|-------------|
| 93 | ZN51058 | DEPARTMENT OF HEALTH- PRINCESS MAGOGO STREET 158 - ULUNDI | MORTUARY | HEALTH | North Coast |
| 94 | ZN51089 | FORENSIC MORTUARY - SMITH STREET - PARK RYNIE | MORTUARY | HEALTH | Southern |
| 95 | ZN51555 | GALE STREET MORTUARY - CONGELLA | MORTUARY | HEALTH | eThekwini |
| 96 | ZN51715 | PORT SHEPSTONE FORENSIC MORTUARY | MORTUARY | HEALTH | Southern |
| 97 | ZN51730 | MORTUARY -ERF 1651 ESHOWE (ERF 2905 TO 2010) | MORTUARY | HEALTH | North Coast |
| 98 | ZN51731 | MORTUARY - PTN 33 OF ERF 665 - PONGOLO | MORTUARY | HEALTH | North Coast |
| 99 | ZN51732 | RICHARDS BAY - MORTUARY - ERF 11374 | MORTUARY | HEALTH | North Coast |
| 100 | ZN51877 | NEWCASTLE FORENSIC MORTUARY - ERF 692 | MORTUARY | HEALTH | Midlands |
| 101 | ZN52448 | NEW PHOENIX M6 FORENSIC MORTUARY | MORTUARY | HEALTH | eThekwini |
| 102 | ZN54414 | GREYTOWN HOSPITAL MOTUARY | MORTUARY | HEALTH | Midlands |
| 103 | ZN54496 | PINETOWN MEDICO-LEGAL MORTUARY | MORTUARY | HEALTH | eThekwini |