



Main Street  
Creighton, 3263  
P.O Box 62  
Creighton 3263  
Phone: +27 39 833 1038  
Fax: +27 39 833 1179  
Email: [mailbox@ndz.gov.za](mailto:mailbox@ndz.gov.za)  
[www.ndz.gov.za](http://www.ndz.gov.za)

**DR NKOSAZANA DLAMINI ZUMA  
MUNICIPALITY  
CONSTRUCTION OF A 1500 CAPACITY  
CHICKEN HOUSE (BROILER)  
**BID NO: COMM-B004/22/23****

<b>Name of bidder</b>	
<b>Telephone /Cellphone No.:</b>	
<b>Fax No:</b>	
<b>Address:</b>	
<b>Tender sum in Rands:</b>	
<b>Tender sum in words:</b>	

# **TABLE OF CONTENT**

- 1. INVITATION TO TENDER**
- 2. SPECIFICATION**
- 3. PRICING SCHEDULE**
- 4. EVALUATION CRITERIA**
- 5. FORMS TO BE COMPLETED**
- 6. CERTIFICATE OF ATTENDANCE AT BRIEFING MEETING**
- 7. TAX CLEARANCE CERTIFICATE REQUIREMENTS - MBD 2**
- 8. DECLARATION OF INTEREST - MBD 4**
- 9. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS 2017 - MBD 6.1**
- 10. DECLARATION OF BIDDERS PAST SUPPLY**
- 11. SUPPLY CHAIN MANAGEMENT PRACTISES - MBD 8**
- 12. CERTIFICATE OF INDEPENDENT BID DETERMINATION- MBD 9**
- 13. FORM OF OFFER**
- 14. GCC**



### ADVERT

## CONSTRUCTION OF A 1500 CAPACITY CHICKEN HOUSE (BROILER)

**BID NO: COMM-B004/22/23**

### REQUEST FOR TENDER: DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

Dr Nkosazana Dlamini Zuma Municipality is requesting bids from suitably qualified and experienced Service Providers for construction of a 1500 capacity chicken house (broiler).

This bid will be evaluated in terms of the Preferential Procurement Point system and the points will be allocated as follows. **80 – Price, 20 - BBBEE.**

### Compulsory briefing

**There is a compulsory briefing on the 11<sup>th</sup> July 2022 at Creighton office (Council chamber boardroom) at 10:00am.**

**NB:All SUPPLIERS are expected to join the meeting by 10:00 after 10:15 am NO SUPPLIER will be allowed to join the meeting after 10:15 am.**

### AVAILABILITY OF DOCUMENTS

Bid documents will be available at the Creighton Office from the **01<sup>st</sup> July 2022** during office hours until the **11 July 2021** before **16:30pm**. The cost of the bid document is **R476.00** which is non-refundable. An Electronic copy is available on our website ([www.ndz.gov.za](http://www.ndz.gov.za)) for **FREE**.

### DOCUMENTS TO BE SUBMITTED WITH THE BID:

- Valid tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidder and its directors do not owe municipal rates and services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Certified copy of B-BBEE certificate / Certified Affidavit
- Certified copies of ID's.
- Form of offer fully completed
- MDB 1, 4, 6.2, 8, 9 and Annexures C, D & E fully completed.
- Proof of registration with CSD
- CIDB grade 1 GB only

**CLOSING DATE:**

Bid documents must be submitted in a sealed envelope clearly marked with the Bid number and closing date and dropped off in the tender box at the **Dr Nkosazana Dlamini Zuma Municipality Offices, Main street, Creighton** by no later than the **20<sup>th</sup> July 2022 before 12:00pm**. Late or faxed bids will not be accepted. Failure to comply with the above conditions will invalidate your offer.

The Dr Nkosazana Dlamini Zuma Municipality reserves the right not to make an appointment.

**NB: Bids will remain valid for a period of 90 days from date of the closing of the Bid.**

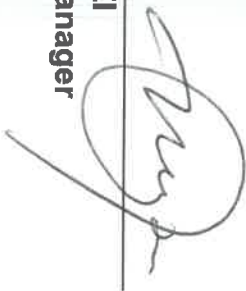
**N.B: The stipulated minimum threshold for local production and content for these Bids is as follows:**

<b>Industry/sector/sub-sector</b>	<b>Minimum threshold for local content</b>
- Steel , Roof sheeting, wire, joining and construct components	100%
- Assembly and testing	100%
- Reinforcing bars	100%
- Plastic	100%
- Cement	100%
- Water tanks	70%
- Galvanized cables	90%
- Cable clamps	90%
- Solar collectors	70%
- Valves	70%
- Fabrication of tanks and parts	100%
- PVC Barge board	100%
- PVC Fascia board	100%

**Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.**

**Enquiries may be directed to the following persons during office hours (08:00 – 16:30)**

Procedure related enquires: Miss N Holibe (039) 833 1038  
Technical Enquiries: Mr W Dlamini/ Mr NM Dlamini (039) 833 1038



**Mr. N.C. VEZI**  
Municipal Manager

ENTERED 01 JUL 2022

**MBD 1**  
**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>			
BID NUMBER:	<b>COMM-B011/22/23</b>	CLOSING DATE:	<b>20 JULY 2022</b>
		CLOSING TIME:	12:00
DESCRIPTION (BROILER)	CONSTRUCTION OF A 1500 CAPACITY CHICKEN HOUSE		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			

<b>Main Street</b>			
<b>Creighton</b>			
<b>3263</b>			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	BTO	CONTACT PERSON	Mr W Dlamini/ Mr NIM Dlamini
CONTACT PERSON	Miss N Holwe	TELEPHONE NUMBER	(039) 833 1038
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	<a href="mailto:dlaminiw@ndz.gov.za">dlaminiw@ndz.gov.za</a> / <a href="mailto:dlaminim@ndz.gov.za">dlaminim@ndz.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:hollwen@ndz.gov.za">hollwen@ndz.gov.za</a>		



**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. 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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE 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.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B.3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## **SPECIFICATION**

The Dr Nkosazana Dlamini Zuma Municipality hereby requests bids from suitably qualified and experienced service providers to construct a 1500 capacity Chicken (Boiler) House. The successful service provider will be expected to supply, deliver and construct as per the specification below:

### **1500 CHICKEN (BROILER) SPECIFICATIONS**

#### **1) SCOPE OF WORKS**

The works include, but are not necessary restricted to, the following activities:

- Site establishment.
- Earthworks: Excavate topsoil from the area to be concreted over, plus at least an additional 3 metres all around the building. Compact soil to 95% ModAASHTO.
- Construction of storm water drains/ berms if required.
- Setting out of shed and digging of the foundations for the walls and poles;
- Supply all materials required for the structure and entire works (throughout contract).
- Place poles and cast pole foundations;
- Cast concrete strip foundations for walls, door step and tank stand;
- Build shed and stand walls up to floor height and fill with compacted soil and sand;
- Cast floor concrete in panels of 2.8 x 2.5m in accordance with drawings and specifications;
- Connect poles to rafters;
- Place doorframes and cast and place concrete lintel above exterior doorframe;
- Finish walls to roof height and insert air vents;
- Attach purlins to rafters and to walls;
- Attach roof sheets to purlins;
- Plaster inside walls and apply screed in broiler area;
- Fasten tie beams to poles, rafters at rear and fix weldmesh to tie beams and poles;
- Supply all materials for curtains and install;
- Fix fascia boards to rafters and barge boards to beam affixed to purlins
- Fix gutter to tie beams at rear and connect to tank;
- Cast apron around the building and concrete step at entrée;
- Attach door to doorframes;
- Supply material for and erect fencing according to drawing and specifications.
- Construction of VIP latrine (if applicable).
- Installation of electricity for 8 florescent lights and heaters, plus connection to the grid (if applicable).

#### **2) PRELIMINARIES AND GENERAL**

The contractor is to note that all insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.



### **3) EARTHWORKS AND SITE PREPARATIONS**

Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply. Site preparations & establishment: SABS 1200 AA (4).  
Setting out of works: SABS 1200 AA (5.1.1)

1. Orientation: The longitudinal axis of the building shall be placed in an east-west direction with the lower side of the mono pitch roof facing in the direction of the prevailing wind.
2. The site, including an area extending to at least 3 metres beyond the actual building or, if fencing forms part of the scope of works, up to the fencing perimeter, must be cleared and stripped of all plant materials, roots and topsoil prior to site leveling.
3. The cleared and stripped material is to be stockpiled away from the construction site and is to be leveled/replaced once all construction is complete.
4. The site is to be leveled prior to any construction.
5. Compaction of the site shall take place at optimum moisture content (OMC) to a maximum dry density of at least 95% of Mod. AASHTO. The Contractor shall arrange independent compaction testing, before the floor slabs are cast. Four (4) distributed places per site shall be tested, once off, after completion of the compaction of the floor base. (test results are to be provided). The floor is to be inspected prior to the pouring of any concrete.
6. Construction of a storm water drain above the shed(s) and shallow V-shaped drains and/or berms in between sheds (only if required) to prevent flooding of the sheds during storms.

### **4) MATERIALS AND CONSTRUCTION**

All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCL standards and recommendations.

### **5) STANDARD CONCRETE MIXES:**

- Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)
- Materials: SABS 1200 AA (3); SABS 1200 GA (3)
- Cement: Common cement 32,5N or R to SANS 50197-1
- Testing: SABS 1200 AA (7); SABS 1200 GA (7)

### **FINISHES TO IN-SITU CONCRETE**

- **Class U1 Ordinary Finish**

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level.

No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

- **Class U2 Wood Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screed finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

- **Class U3 Coarse Brush Surface Finish**

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

- **Class U4 Steel Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

### **STANDARD CONCRETE MIXES:**

Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m<sup>3</sup>. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water : cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m<sup>3</sup> of concrete is required for an average quality sand and optimum quantity 19mm stone. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in table 5.1, and the Contractor is also referred to the foregoing preambles insofar as they apply: -

Class of Concrete	Min. Compressive Strength in MPa at 28 Days	Max. Nominal Aggregate Size in mm	Proportion of Constituents		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37.5	1	4	5
B <sup>1</sup>	15	19.0	1	3	4
C <sup>2</sup>	20	19.0	1	2.5	3.5
D	25	19.0	1	2	3
E	30	19.0	1	2	2½
<sup>1</sup> This project: foundations + pole bases			1 (=2 bags)	4	4
<sup>2</sup> Shed floor, tank stand floor, apron			1 (=2 bags)	3	3

<b>PLASTER CLASS:</b>	<b>MIX RATIO:</b>	<b>MASONRY</b>	<b>LIME:</b>	<b>SAND:</b> (loose
	(By Volume)	<b>CEMENT:</b> kg	L	and damp) L
Rich mix (fdns, wet)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

<b>MORTAR CLASS</b>	<b>MIX RATIO:</b> (By Volume)	<b>MASONRY CEMENT:</b> kg	<b>LIME:</b> L	<b>SAND:</b> (loose and damp) L
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
This project	1 : 5	50	0-25	165

## **6) FOUNDATIONS**

1. Shed: Trench depth is 500mm for walls and 600mm for poles. Dimensions for strip foundations are 400 x 150mm. First 2 courses of blocks are underground. Strip foundations to extend under doorstep. Pole bases are 400 x 400 x 600mm.
2. Tank stands (3x): Trench depth is 350mm with same foundations as shed. Only 1st course is under ground.

## **7) FLOORS**

1. Sub-Base: The soil layer under the floor slab is to be well and uniformly compacted. Backfilling & soil compaction to SABS 1200 DA (3.2; 5.2.3.2). The floors are to be on a leveled base and well compacted to minimum 95% Mod AASHTO – Contractor to supply test results proving compaction results – Municipal Engineer to be notified of test and observe test procedures. The base, running under a 1% slope, is to be inspected prior to laying of the damp proofing or pouring of any concrete. Sub base to run under a 1% slope.
  2. Pest control soil poisoning is to be applied under floor by reputable pest control specialists (registered with the Department of Agriculture and members of the pest control association). Certification is to be provided.
  3. Damp proof USB sheeting (green or black, minimum 250 micron thickness) is required throughout the structure. It is to be laid on the compacted sub-base and ending on top of 1st row (4th row above foundation (see Drawing Section A-A) above floor level.
  4. Reinforcement: No reinforcement is required.
5. Floor:
    - (1) Top floor level must be 350mm above ground level;
    - (2) Class C concrete and surface finishes as per drawing (min U2):  $\geq 20\text{MPa}/19\text{mm}$ , 1:3:3 mix, slump to SABS 1200GA (5.4.1.2).
    - (3) The floor and aprons are to be a minimum of 75mm thick with a class U2 finish. Floors should have a 1% slope from front to back; the apron 5%. An inspection is required during the pouring of the concrete.
  6. Formwork: 75mm high rigid formwork with keys.
  7. Screed: a 25mm screed (mix 1:4 river sand) is to be applied within seven days after pouring of the concrete in such a way that water can be drained at the back of the structure. Screed must be shaped in such a way that the inside door can open freely. Alternatively the concrete may be cast under a 1% slope and subsequently covered with a 1:4 screed (steel float) of uniform thickness (5mm minimum).
  8. Curing: The floor slabs (2.8 x 2.5m) are to be properly cured for a minimum period of seven days by keeping moist and covered over this time or by applying a concrete curing



compound (applied as per manufacturer's specifications). The curing compound is to be applied after the floating process.

9. Apron: A concrete apron is to be constructed around the entire structure 500mm wide. The dimensions are to be 75mm thick and slope away (5%) from the structure.

#### **8) TIMBER STRUCTURE: POLES**

1. Poles to be Ø 150-175mm, 3.9m long in front and 3.00m at the back. All rafter-poles connections to cross at right angles and to be joined with Ø 15mm (minimum) threaded steel bars (*handibars*) cut to size. Use hexagonal nuts and washers (min. 2mm thick).
2. Purlins to be joined longitudinally with hurricane clips.
3. Notch out top of poles to enable interlocking with the 76 x 228mm rafter beams. Use 2 threaded bars per pole.
4. Poles to be spaced 1.56m apart in concrete bases (600 x 400 x 400mm), 1:4:4 mix with Class U1 surface finish to be used for all concrete bases: 15MPa/19mm, slump to SABS 1200GA 5.4.1.2 mass concrete). Bases must be free draining (no concrete under pole head).

#### **9) ROOFING: SHEETING & INSULATION**

1. The roof pitch is 8.5 degrees (15% - see drawings) with an overhang of 250mm on the sides, 400mm in front and 350mm at the rear. 20 degrees in areas with snow loading.
2. Roof to be made of grade 10.5 full hard corrugated galvanized iron sheets 6000 x 840 x 0.3mm (eff. width 0.762m), or grade 8 with effective width of 610mm. Corrugated galvanized sheeting is to be fixed to purlins with self tapping roofing bolts (minimum 4 per sheet per purlin), hook bolts or equivalent, both as roofing and as cladding.
3. Purlins to be fastened to rafters with hurricane clips. 2 x 4 nails per clip.
4. All purlins to be fastened to the walls on both sides with 8 gauge wire running under third row of blocks from the top.
5. Polyethylene and aluminium foil roof insulation 4mm minimum to adhere to SABS 1381 standards. Use double sided Alucushion or equivalent.
6. Foil to be fitted between roof sheets and purlins supported by 2.5mm binding wire, 1 line in between 2 purlins, 8 lines in total.

#### **10) ROOFING: TIMBER**

1. All roofing timber to be TBTO treated and SABS approved. NO retread beams may be used.
2. Rafters are 228 x 76mm SA pine. Tie beams for gutters, curtains and weldmesh are 38 x 114mm.

#### **11) ROOFING: GUTTER AND FASCIA BOARDS**

1. The roof shall be fitted with suitable PVC guttering (125mm, use metal brackets), and down pipes for water collection into the supply tanks.
2. Gutter brackets to be mounted on 3000 x 300 x 12mm fascia boards which must be connected with fascia joiners or jointing plates.
3. Drill fixing holes to attach fascia boards to rafters to avoid breakage (*Do not* use hammer drills and masonry bits) and use two screws per rafter.
4. Supporting timber (i.e. 38 x 114mm pine beam) must be fixed against the rafters in front and at the rear as additional support for the fascia boards. This is done by notching out the top of the rafter ends so that the outside face of the beam will be flush with the uncut ends of the rafter (See Drawing Detail A).

5. 300 x 10mm fibre cement/Nutec fascia boards on the sides of the building to be fitted on 38 x 150mm tie beams which in turn are joined against the purlin ends with nails and hurricane clips as indicated on the drawing(2 per connection).
6. Gaps between weldmesh top and roof to be closed with fibre cement or uPVC fascia boards. See also 12).

## 12) WALLS

1. Brickforce to be used every second row of blocks. SABS damp proof course is required at the base course above the floor slab level throughout.
2. Wall height front: 6 courses; wall height back: 5 courses. First 2 courses are underground.
3. Blocks must be SABS approved. Use only SANS M150 blocks. The mortar is to be a 1:4 cement-building sand (*not* river sand) mix. Cement is to be Portland cement of normal setting quality, is to comply with SABS Specification 471, and must be used fresh. Cement containing more than 15% blast furnace slag will not be permitted to be used.
4. There shall be no gaps in the partition wall between the store rooms and broiler areas.
5. Inside of all walls of the broiler area to be plastered with rich mix (1:4), plaster thickness 10-15mm, and painted with 1 coat of plaster primer followed by 2 coats of Superior exterior PVA paint (white) e.g. Wall & All, Micatex. Outside of walls to be bag washed
6. Three holes to be spared out in the wall at the back to fit 40mm diameter 200mm long PVC pipe outlets at just below top screed level. Pipes to run under a 5% slope.
7. An inspection is required before the plastering of the walls.
8. Wall tops against roof sheeting to be neatly finished off (use steel float).

## 13) WELDMESH

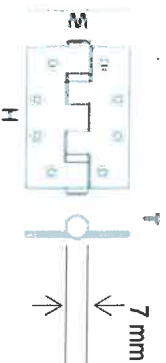
1. 1200/1800 x 25 x 25 x 2.0mm weld mesh sheets to be attached horizontally against beams and poles. No chicken mesh may be used.
2. Mesh to run up to just under the rafters. The space above the weld mesh to be closed with 300 x 12 mm fascia boards (fibre cement or uPVC) as indicated on Drawing Detail A. If 225mm high uPVC boards are used the weld mesh should extend for another 75-100mm to close the gap.
3. Fasten mesh against beams and poles with 25mm staples at 200mm intervals.
4. Overlap between sheets app 200mm (front) and 400mm (back) respectively.
5. Bind overlapping sheets together with binding wire/clips at 500 mm intervals.

## 14) DOORS

1. Standard size doors (813 x 2032 x 40mm) and frames (44 x 60mm) to be made of meranti(not pine).
2. Doors to be preserved by application of 2 coats of varnish applied 24 hours apart.
3. Doors must be fitted in such a way that they are swinging open freely and can be closed and locked without jarring of the doors in their frames or of the locks in their houses. See also par. 7.7: Screed.
4. Locksets:  
(1) *External doors* to be equipped with mortise Gower or Radius euro profile cylinder lock sets (NO lever type lockset);  
(2) *internal doors* with 3-4 lever locksets (Union, Yale or equivalent);

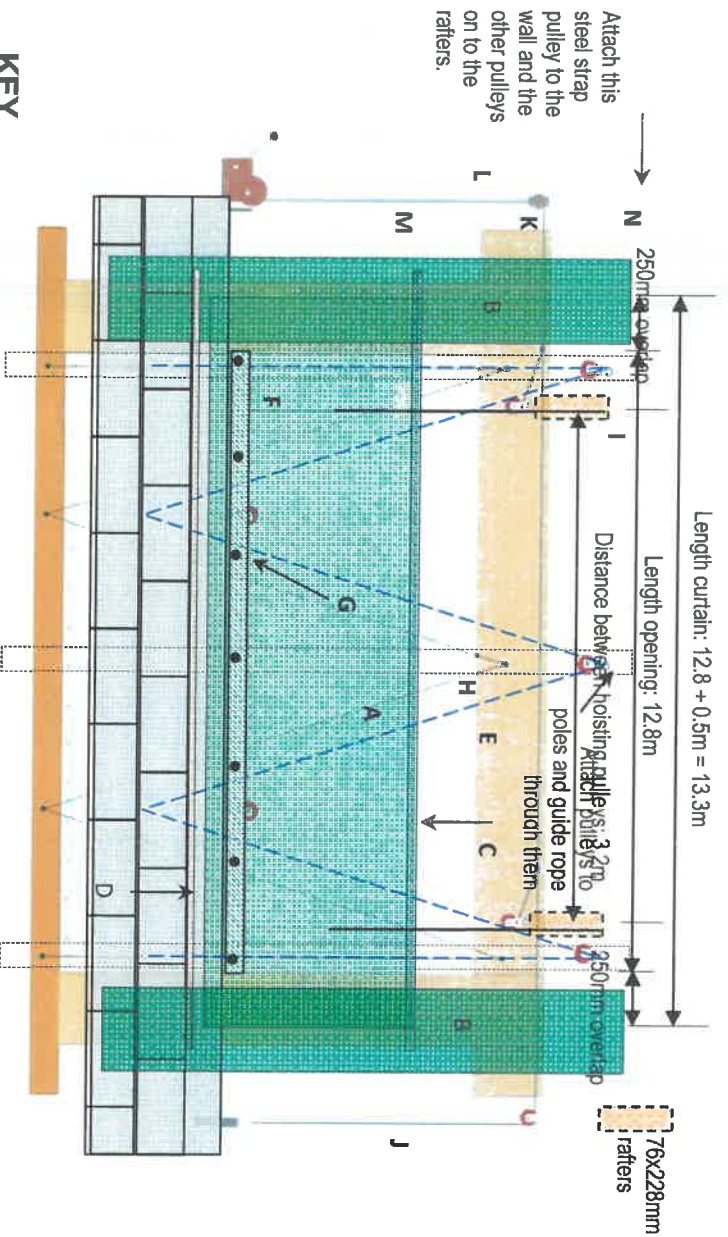
- Three brass hinges per door of the ball bearing butt type. See figure below.

Dimensions: H=100mm, W = 75mm T = 3mm, outer diameter of cylinder minimum 7mm.



## 15) CURTAINS

- The drop-down curtain configuration requires a winch and pulley system that uses various pieces of hardware to construct. Please note that the below figure explains the principles of the curtain's (the actual unit counts 2 x 9 poles on each side and not just 3) and is not to scale.

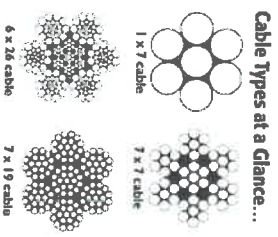


### KEY

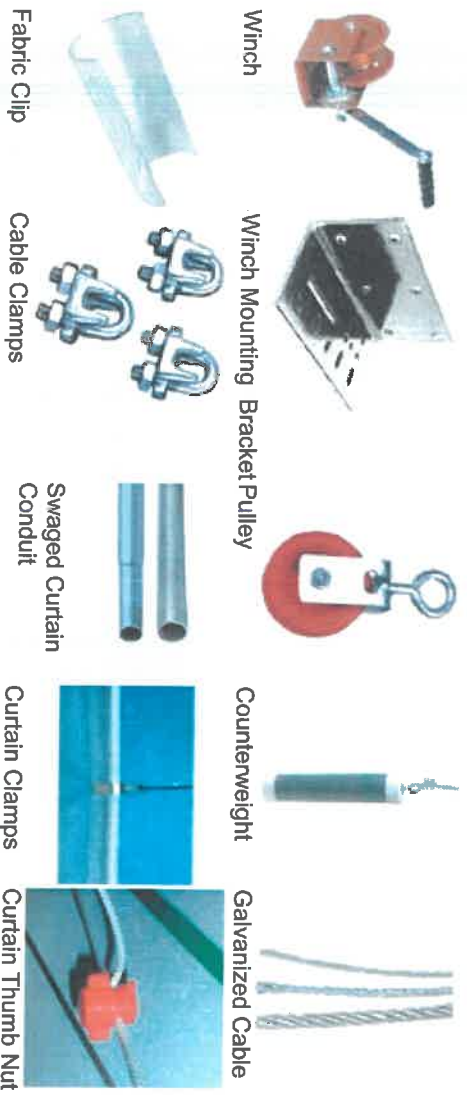
- PVC curtain 550g/m<sup>2</sup>. Dimensions curtain front: 13.30 x 2.50m; rear 13.30 x 2.20m.
- PVC curtain envelopes (one on each side, 2x4=8 in total). Dimensions front: 0.75 x 3.0m. Rear: 0.75 x 2.70m. Attach to wall with self-tapping screws + washers (rubberized)
- Swaged curtain conduit: galvanized steel pipe with 3" long swage, 40mm (1.5"-1.6") OD;
- Swaged curtain conduit: galvanized steel pipe with 3" long swage, 40mm (1.5"-1.6") OD;
- Anti-billowing nylon rope to prevent the curtain from swaying;
- 38 x 114mm beam to which the weld mesh and curtain are fastened;
- Copper eyelet fitted into curtain fabric + Self Drilling Stainless Steel Tek Screw #12 x 1 1/2" with neo bonded galvanized washers; Distance between fastenings: 0.4 – 0.5m.
- 150-175/200mmØ CCA treated poles;
- 2" Nylon Pulley w/ Swivel Eye; use for steel hoisting cables AND nylon anti-billowing ropes.
- Counterweight 1.5-2kg.
- 7 x 19 type galvanized steel cable, 1/8" in diameter.
- Hand Winch 600 lb (Fulton or equivalent).SAE standard J1853 minimum.
- Winch Angle Mounting Bracket for 600lbs hand winch, gauge 0.315" (8mm)
- Primary 2-1/2" steel strap pulleys. Must be 15cm at least higher than highest curtain position



2. A manual Hand Winch and Winch Mounting Brackets are used to raise and lower the curtain. The cable is connected to the winch with a cable keeper. It is then run up and over the top of the curtain where the counterweight is hung. The counterweight will keep tension on the cable. It is tied off with one thimble and two cable clamps. The counterweight cable is threaded through the two corner cable pulleys that are attached with open eye hooks.
3. Use steel galvanized cable 1/8" in diameter and 7 x 19 for strength and flexibility. The length of cable required is equal to the length of your curtain plus four curtain widths (height). An additional pulley is required on which to hang the counterweight. The counterweight needs to be at least two widths from the corner pulley to be able to open your curtain fully.



4. Below are some of the items used for the curtains.



5. Use hoist up type UV resistance curtains made of 550 g/m<sup>2</sup> green or blue PVC. Final dimensions of finished curtain in front: 13.3 x 2.50m. Dimensions at rear: 13.3 x 2.30m. Use 0.75 x 3.00(2.80m) side envelopes of the same material to prevent billowing. The width of the curtain *material* should be 150mm larger to allow for 75mm for a large hem (big enough to accommodate a 1.66" OD (40mm) swaged curtain conduit) and 75mm for overlap, bringing the total material width to 2.30m (front) and 1.95m (rear) respectively. The length of the material equals the length of the finished curtain: 11.10m (width opening) plus 500mm to engage the curtain pockets, total 11.6m. If you are planning to make your own curtain pockets/envelopes make sure to include an additional 2 x 4 x 0.5 = 4.00m of length of material. Envelopes to be fastened to wall with screws + washers at 500mm intervals.
6. Attachment of the curtain shall be via screw type nails and washers hammered into the 38 x 114mm tie beam just above the walls at 400mm intervals. Alternatively it may be fastened by a steel cable running through the bottom seam which is tensioned by a strainer attached to the wall.
7. Only swaged galvanized steel curtain conduits to be used.
8. Place fabric clips are placed over the inserted conduit every meter length to prevent the conduit from spinning within the hem.

- Use 3/16" diameter Poly Rope on the exterior of the installation to prevent the billowing of the curtain. The rope is woven in a zig-zag pattern through pulleys spaced at 1.6m intervals. The rope should be pulled firmly and tied to the conduit at the bottom of the curtain.



*Poly rope*



*Curtain Cord*

## **16) TANKSTANDS**

- Dimensions of the 3 tank stands 2.15 x 2.15 x 0.6m (above ground height: 0.4m).
- Tanks to be placed on either side of the building plus one in the middle at the back.
- Three courses of blocks on 150 x 400mm 15 MPa strip foundation.
- Tanks secured to stand with 4 twisted double strands of straining wire connected to 4 Y10 steel stirrups (length: 0.5m each) cast in floor concrete. Strands to be properly strained.
- Connection with gutter with three 50mm diam. downpipe bends and one 40mm diameter straight PVC piece, glued with PVC cement after inspection of connection.
- The third tank in the middle of the building could also be placed along one of the sides. If 2 tanks are built on one side of the shed they should be connected in such a way that the overflow of the first tank would run into the second tank.

## **17) FENCING (If applicable)**

- Use 1.2m high mesh fencing with verticals maximum 150mm apart.(Bonnox or similar).
- Creosoted poles of 2.4m length (100-125mm), to be placed in 600mm deep augered holes. All corner poles in free draining (no concrete under pole) concrete (15Mpa/19mm) base. Concrete base dimensions: 300 x 300 x 600mm. Use 2.4m long poles 120-150mm in corners and for the gate. Distance between poles: 3.00m.
- Use 32mm wire staples (5 per pole) to affix fence to pole.
- Straining wires to be of 3.15mm thickness. 4 straining wires in total to be fixed unto the poles: 3 to cover the mesh fence height, 1 for the razor wire). At least three binding wire connections per wire between poles. Straining wire to be properly strained.
- Three strands of double stranded barbed wire coils to run above fence properly fixed to poles and the top of weld mesh.
- Entry gate in fence at front of shed to be 3.6 x 1.5m, pipes bore 40mm x 2mm. Poles to be of 2.4 m length with concrete foot 300 x 300 x 600mm.

With regards to locking a combination of a hardened chain and padlock of the makes mentioned under 13) can be used as well.

## **18) BROODER HEATERS**

The broiler unit(s) will be equipped with either electrical heaters if electricity is available, or gas heaters, if this is not the case. In the case of electrical heaters items 90-92-93 of the Bill of Quantities should be ignored. In the case of gas heating items 91 + 94 should not be costed.

**18a) EQUIPMENT: ELECTRICAL HEATERS - QUANTITIES PER SHED**

1. 10 heat lamps with dimmer for 150 chicks each (5 on each side); stainless steel and aluminium construction with low maintenance air filter and bulb guard.
2. Aluminium shade, lampholder, suspension chain and 2-3m flexible cable with moulded plug.
3. Lamps must be supplied and fitted with 250W dull emitter bulbs.
4. A double, earthed safety wall socket to be installed on each side on a separate electrical group, but an alternative installation proposal from the qualified electrician can be considered as well.

**18b) EQUIPMENT: GAS BROODERS - QUANTITIES PER SHED**

1. Four stainless steel gas brooders (capacity: 500 chicks each), two per side (Solway, Gasolec A8 or Alke 41, or equivalent).
2. Adjustable heat - 2000 -10000 BTU with economical stainless steel (non-ceramic) burner.
3. Must be supplied with 8 fully filled 48kg propane gas bottles (6+2 spares);
4. Include 2 x 15.0m and 2 x 10.0m gas hoses and 4 adjustable gas regulators (20-300mB);
5. 2 x 4 Gas bottles (3 connected + 1 spare) to be placed in two expanded steel/angle iron cages (2000 x 1500 x 600mm) with lockable door outside the building at the back ends. Use FLATEX 349/VEM 6320D, (SWM=25mm LWM=50m, strand width = 3.0mm, strand thickness 2.0mm, or equivalent sheets manufactured to SABS 190-1:1983.

**19)TOILET (if required)**

1. To be of the ventilated improved pit latrine type.
2. Must be at least 5m away from unit.
3. Design, BoQ and specs as indicated on drawing.

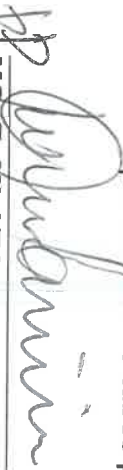
**20)FLUORESCENT TUBE LAMPS (T8)**

*The installation of electricity in the broiler unit and connection to the grid is not standard and does not always apply. Whether or not it would be required will be explained at the site briefing.*

1. All electrical work (connection to the grid, installation of the lamps and switches) to be sub-contracted to a licensed electrician. An electrical certificate is to be submitted.
2. All work to comply to the relevant SANS Standards for Electrical Installations:  
SANS 60614 Specification for conduits for electrical installations  
SANS 60884 Plugs and socket-outlets for household and similar purposes  
SANS 61084 Cable trunking and ducting systems for electrical installations  
SANS 61035 Specification for conduit fittings for electrical installations  
and other relevant standards.
3. Connection to the grid is only to be made from a legal connection which has not been tampered with and which has a sealed and working meter measuring consumption.
4. A double light switch wall unit, each switch operating 3 fixtures, is to be firmly fixed in both storage rooms onto the wall next to the opening of the internal door.
5. A circuit breaker shall be installed at the main switch where the extension to the broiler unit(s) takes off. In the case of more than one broiler unit additional circuit breakers of appropriate capacity shall be installed at every second last unit. Alternatively one bigger capacity circuit breaker at the take off point can be used. The choice of the capacity of the circuit breaker and between one or more, higher capacity circuit breakers is to the discretion of the electrician.

6. Use 2 x 6 T8 fluorescent fixtures per unit side, each holding 2 x 1.2m long 25W tubes of 25mm diameter with electro-magnetic ballast, mounted in weatherproof fibre glass or plastic housing with a continuous gasket between the lens and fixture. The fixture should have at least 6 clips to hold the lens on, or be appropriately sealed, on in order to prevent barn air from getting into the fixture and polluting the tubes.

7. Each side of the unit to have 12 tubes in total = 300W. Total 600W. Supply 2 x 12 + 6 spares = 30 T8 tubes per unit



**MS. Z. MLATA**  
**SENIOR MANAGER:**  
**COMMUNITY SERVICES**



**MR. N.C. YEZI**  
**MUNICIPAL MANAGER**

**CERTIFICATE OF ACKNOWLEDGEMENT**

This is to certify that I \_\_\_\_\_

Representing \_\_\_\_\_

In the company of a representative of Dr Nkosazana Dlamini Zuma Municipality I carefully examined the document and have made myself familiar with all the requirements.

I further certify that I am satisfied with all the descriptions for the appointment of a service to construction of a 1500 capacity chicken house (broiler) for the Dr Nkosazana Dlamini Zuma Municipality by the said representative.

**BIDDERS SIGNATURE** \_\_\_\_\_

**REPRESENTATIVE OF THE MUNICIPALITY** \_\_\_\_\_

**OFFICIAL DR  
NKOSAZANA  
DLAMINI ZUMA  
MUNICIPALITY  
STAMP**

**FORM A: RELEVANT EXPERIENCE**

The Bidder shall enter in the spaces provided below a list of relevant experience with similar projects.

NB: Failure to provide the necessary information will compromise the proposal.

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:.....  Person:.....  Tel:.....  Fax:.....			
Client:.....  Person:.....  Tel:.....  Fax:.....			
Client:.....  Person:.....  Tel:.....  Fax:.....			
Client:.....  Person:.....  Tel:.....  Fax:.....			



**FORM B: KEY PERSONNEL EXPERIENCE**

The Bidder shall enter in the spaces provided below a details of key personnel.  
 NB: Failure to provide the necessary information will compromise the proposal.

Key personnel details	Position	Relevant projects	Year of experience
Name:..... Surname:..... Tel.:..... Email :.....			
Name:..... Surname:..... Tel.:..... Email :.....			
Name:..... Surname:..... Tel.:..... Email :.....			
Name:..... Surname:..... Tel.:..... Email :.....			

**REQUEST FOR BIDS: CONSTRUCTION OF A 1500 CAPACITY CHICKEN HOUSE  
(BROILER)**

**EVALUATION CRITERIA**

**Price and Preference**

- Price **80 points**
- B-BBEE verification status **20 points**
- Total **100 points**

**REQUEST FOR BIDS: CONSTRUCTION OF A 1500 CAPACITY CHICKEN HOUSE (BROILER)**

**CERTIFICATES OF GOOD STANDING**

The bidder shall attach to this page the following:

COMPULSORY DOCUMENTS	TICK
a) Proof of registration with CSD- starting with (MAAA)	
b) Joint Venture Agreement (if necessary)	
c) Form of offer fully completed	
d) MBD 1,4,8 and 9 fully completed	
e) CIDB Grade 1 GB only	
f) MBD 6.2 And Annexures C,D & E fully completed	

**NB: Failure to submit the above documents your tender will be disqualified**

DOCUMENTS TO BE SUBMITTED	TICK
a) Certified Copies of CK Documents / Sole proprietary	
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
c) Certified copies of Identification documents of all members/directors of the entity	
d) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days Or -Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order Or Attach exemption letter from the relevant municipality. Or Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned. Or Attach copy of a marriage certificate and municipal account statement for rates and services, if Municipal account is under your spouse.	
e) Certified BBBEE verification certificate for preferential points claims or sworn affidavit	

**INDIVIDUAL SHAREHOLDERS TAX NUMBERS**

NAME OF SHAREHOLDER	TAX NUMBER

\*

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of the bid that the taxes of the successful bidder must be in order or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidders tax obligations.**

1. In order to meet these requirement bidders are required to complete in full the form TCC 001 "Application for Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1(one) year from the date of approval.
3. It is the duty of the bidders to ensure the validity of the Tax Clearance Certificate.
4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. In bids where Consortia/Joint Ventures /Sub Contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. Copies of the TCC 001" Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
7. Application for Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**MBD 3 - PRICING SCHEDULE  
CONSTRUCTION OF A 1500 CAPACITY CHICKEN HOUSE (BROILER)**

<b>ANNEXURE A: BILL OF QUANTITIES 1500 BIRD BROILER UNIT</b>				July 2022	Page 1
<b>A</b>	<b>MATERIALS REQUIRED FOR CONCRETE AND WALLS</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE***</b>	<b>TOTAL</b>
1	Cement 50kg pockets*	No.	250		
2	River sand (course)**	m <sup>3</sup>	19		
3	Concrete stone*	m <sup>3</sup>	16		
4	Building/Plaster sand*	m <sup>3</sup>	12		
5	M 150 Cement blocks (Quantity includes 5% breakage)**	No.	3000		
6	Brickforce (M150 Block/20m roll	rolls	32		
7			<b>Sub-total Item 1-6</b>		
<b>B</b>	<b>TIMBER PRODUCTS</b>				
8a	poles (CCA-treated) 150-175mm Ø. x 3.9m - 4.0m	No.	18		
9a	poles (CCA-treated) 150-175mm Ø x 3.3m	No.	18		
10	anti split plates (70mm diameter)	No.	34		
11	75 x 50mm SA pine purlins (TBTO treated)	m	252		
12	38 x 114mm SA pine beams (TBTO treated)	m	226		
14	76 x 228mm SA pine rafters (TBTO treated)	No.	26		
15			<b>Sub-total items 8-14</b>		
<b>C</b>	<b>DOORS</b>				
16	Meranti (NOT pine) framed or ledged and batten door 2032 x 813 x 40mm thick	No.	4		
17	ex44 x 60mm meranti doorframe	No.	4		
18	Gower or Radius euro profile cylinder lock set (Union, Yale or equivalent)	No.	2		
19	3 or 4 lever locksets (Union, Yale or equivalent)	No.	2		
20	Ball bearing galvanized steel butt hinges 100 x 75 x 7(min) x 3mm + 5mm screws	No.	12		
21	150mm galv steel padlock with gutter bolts	No.	2		
22	Solid Brass or zinc padlock (Sobol/ Master/Yale/ Union/Abus- <b>no cheap ones</b> )	No.	2		
23			<b>Sub-total items 16-22</b>		
<b>D</b>	<b>ROOF</b>				
24	6.0m 0.50mm roof sheet corrugated aluzinc (630mm cover)	No.	62		
25	standard galvanized hurricane clips	No.	450		
26	90 x 38 x 1.0mm truss hangers	No.	16		
27	75mm wire nails	kg	15		
28	60mm std roofing screw including washer (100/box)	box	12		
29	4mm dia straining wire (5kg roll = 80m app)	roll	3		
30	1.25mm binding wire (56m/roll of 500g)	roll	1		
31	25mm galv. steel staples for fastening of weldmesh	kg	6		
32	30m roll of 1200 x 25 x 2.5mm (fully galvanized)	No.	3		
33	15mm Ø galv steel handbar (thread bar) in 1m lengths	No.	21		
34	zinc plated 15mm hexagonal nuts	No.	150		
35	washers 12 x 45 x 1.5mm	No.	150		
36	Fibre cement Nutec fascia boards (3000 x 300 x 12mm) at ends of rafters	No.	26		
37	Fibre cement Nutec OR uPVC fascia boards (300mm x 12mm)	m	26		
38	Fascia board joiners or jointer plates	No.	30		
39	Polyethylene & aluminium foil roof insulation 4mm (SABS 1381) Doublesided Alucushion or equiv.	m <sup>2</sup>	180		
40					
<b>E</b>	<b>Sub-total items 24-39</b>				
	<b>CURTAINS</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE***</b>	<b>TOTAL</b>
41	Green/ Blue PVC Tarpaulin curtains 550 g/m <sup>2</sup> - 13.3 x 2.50m x 2	m <sup>2</sup>	66.5		
42	Green/ Blue PVC Tarpaulin curtains 550 g/m <sup>2</sup> - 13.3 x 2.20m x 2	m <sup>2</sup>	58.5		
43	Green/ Blue PVC Tarpaulin curtain side envelopes 550 g/m <sup>2</sup> , 0.75 x 3.00m x 4	m <sup>2</sup>	9.0		
44	Green/ Blue PVC Tarpaulin curtain side envelopes 550 g/m <sup>2</sup> , 0.75 x 2.70m x 4	m <sup>2</sup>	8.1		



45	Swaged curtain conduit: galvanized steel 25-30mm (1-1.25") OD, lengths of 3.4m (138")	No.	16		
46	Swaged curtain conduit: galvanized steel 40-45mm (1.66"OD), lengths of 3.4m (138") ea	No.	16		
47	Self-Drilling Tek Screws #12x1-1/2" Zinc	No.	200		
48	Black Polypropylene Rope - 5mm diam - roll of 100 m	No.	2		
49	2" Nylon Pulley w/swivel Eye	No.	55		
50	Primary 2-1/2" steel strap pulleys	No.	8		

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
  
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of bidder or his or her representative.....
  
- 3.2 Identity Number: .....
  
- 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....
  
- 3.4 Company Registration Number: .....
  
- 3.5 Tax Reference Number.....
  
- 3.6 VAT Registration Number: .....
  
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1If yes, furnish particulars.....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
  
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**  
3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.11.1 If yes, furnish particulars

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state?..... **YES /NO**

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. .... **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

Signature ..... Date .....

Capacity Name of Bidder .....

**MBD 6.1  
 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
 REGULATIONS 2011 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD  
 PRACTICE IN THE 2017 REGULATIONS  
 PURCHASES**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Broad Based Black Economic Empowerment (BBBEE) preference points.  
 9

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
  - the 90/10 system for requirements with a Rand value above R50 000 000.
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) Specific contract participation goals, as specified in the attached forms.
- 1.3.1 The points for this bid are allocated as follows:

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

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. GENERAL DEFINITIONS

- 2.1 “**Acceptable bid**” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.
- 2.7 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.11 “**Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 “**Person**” includes reference to a juristic person.
- 2.14 “**Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 “**Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 “**Sub-contracting**” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 “**Trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 “**Trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

## 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.
- 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.



**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20                      or                      90/10**

$$\begin{array}{l} \text{=} \\ \frac{P_s - 80}{P_{\min}} \quad - \quad \frac{P_t - P_{\min}}{P_{\min}} \quad \text{or} \quad \frac{P_s - 90}{P_{\min}} \quad - \quad \frac{P_t - P_{\min}}{P_{\min}} \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Rand value of bid under consideration

$P_{\min}$  = Rand value of lowest acceptable bid

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of BEE.

6.6 A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an BEE compliant or does not qualify for the same number or more preference for BEE.

**7. BID DECLARATION**

7.1 Bidders who claim points in respect of BEE must complete the Bid Declaration at the end of this form.

**8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

---

---

**9. COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**10. MUNICIPAL INFORMATION  
(DISCRIT MUNICIPALITY ACCOUNT) \*WATER AND SANITATION ACCOUNT**

District Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

**(LOCAL MUNICIPALITY ACCOUNT) \*RATES, REFUSE, ELECTRICITY ACCOUNTS**

Local Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

**11 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....**

**12 Consortium / Joint Venture**

**12.1** In the event that preference points are claimed for BEE members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of joint venture or consortium partner (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium Partner

**12.2** I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the BEE status, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The BEE status claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) 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;

**WITNESSES:**

- 1. ....
- 2. ....

Signature(s) of bidders

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thediti.gov.za/industrial development/ijp.jsp](http://www.thediti.gov.za/industrialdevelopment/ijp.jsp) at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
  - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
  - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
  - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
  - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods	Stipulated minimum threshold
- Steel , Roof sheeting, wire, joining and construct components	100%
- Assembly and testing	100%
- Reinforcing bars	100%
- Plastic	100%
- Cement	100%
- Water tanks	70%
- Galvanized cables	90%
- Cable clamps	90%
- Solar collectors	70%
- Valves	70%
- Fabrication of tanks and parts	100%
- PVC Barge board	100%
- PVC Fascia board	100%

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 5.1. If yes, provide the following particulars:

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

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

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



**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):**  
.....

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thediti.gov.za/industrialdevelopment/lp.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name) of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R	
Imported content (x), as calculated in terms of SATS 1286:2011	R	
Stipulated minimum threshold for local content (paragraph 3 above)		
Local content %, as calculated in terms of SATS 1286:2011		

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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 a company or person 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>audi alteram partem</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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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 of law outside 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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other 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"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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**

**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 Municipality / Municipal Entity)

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 consortium 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

.....

Position

.....

Name of bidder

.....

Date

## AGREEMENTS AND CONTRACT DATA

### Form of Offer and Acceptance

**A: Offer**

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

**BID NO: COMM-B011/22/23 AND CONSTRUCTION OF A 1500 CAPACITY CHICKEN HOUSE (BROILER)**

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

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

#### THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....

..... Rand (in words);

**R** ..... (in figures),

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

**Signature:** .....

**Name: (in capitals)** .....

**Capacity of Signatory:** .....

**Name of Tenderer (organisation):** .....

**Address:** .....

.....

Fax: ..... Tel:.....

**Witness:** .....

Signature: ..... Name: .....

Date: .....

**Failure to complete and sign this form will invalid your bid**



**B: Acceptance**

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

The terms of the contract, are contained in

- Pricing data

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, *this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document*, including the schedule of deviations (if any). Unless the tenderer within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**Signature:** .....

**Name: (in capitals)**.....\_

**Capacity:** .....

**Name of Employer (organization):** .....

**Address:** .....

.....

.....

**Witness:**

**Signature:** .....Name: .....

**Date:** .....

## **CONDITIONS OF CONTRACT**

Contract No. \_\_\_\_\_

Name of Contract: \_\_\_\_\_

\_\_\_\_\_

**entered into between**

Name of Institution

\_\_\_\_\_

herein represented by \_\_\_\_\_

in his/her capacity as \_\_\_\_\_

**and**

Name of Vendor

\_\_\_\_\_

Registration Number

\_\_\_\_\_

herein represented by \_\_\_\_\_

in his/her capacity as \_\_\_\_\_

and duly authorized by resolution dated \_\_\_\_\_

a copy of which is annexed hereto marked \_\_\_\_\_

## TABLE OF CONTENTS

4.	Full details of directors / trustees / members / shareholders. ....	17
80/20 or 90/10 .....	<b>Error! Bookmark not defined.</b>	
<b>Section A .....</b>		
<b>General Conditions of Contract.....</b>		
1.	Definitions.....	37
2.	Application .....	37
3.	General.....	39
4.	Standards.....	40
5.	Use of Contract Document and Information; Inspection .....	40
6.	Patent Rights.....	40
7.	Performance Security.....	41
8.	Inspection, Tests and Analysis.....	41
9.	Packaging.....	42
10.	Delivery and Documents.....	43
11.	Insurance .....	43
12.	Transportation .....	43
13.	Incidental Services .....	44
14.	Spare Parts .....	44
15.	Warranty.....	44
16.	Payment .....	45
17.	Prices.....	46
18.	Contract Amendments.....	46
19.	Assignment.....	46
20.	Subcontractors.....	47
21.	Delay in Vendor's Performance .....	47
22.	Penalties.....	47
23.	Termination for Default.....	48
24.	Anti-Dumping and Countervailing Duties and Rights .....	48
25.	Force Majeure.....	50
26.	Termination on Insolvency .....	50
27.	Settlement of Disputes.....	51
28.	Limitation of Liability .....	51
29.	Governing Language.....	52
30.	Applicable Law .....	52
31.	Notices .....	53
32.	Taxes and Duties.....	53
33.	National Industrial Participation Programme.....	53
34.	Prohibition of Restrictive Practices .....	54

# Section A

## General Conditions of Contract

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.

- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “**Order**” means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 “**Project site**” where applicable, means the place indicated in bidding documents.
- 1.21 “**Purchaser**” means the Institution purchasing the goods/works and/or service.
- 1.22 “**Republic**” means the Republic of South Africa.
- 1.23 “**SCC**” means the Special Conditions of Contract.
- 1.24 “**Services**” means that 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 Vendor covered under the contract.
- 1.25 “**Written**” or “**in writing**” means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.



2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

### **4. Standards**

4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of Contract Document and Information; Inspection**

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

5.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Vendor's performance under the contract if so required by the Purchaser.

5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

## **6. Patent Rights**

6.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

## **7. Performance Security**

7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.

7.2 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- b) a cashier's or certified cheque.

7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspection, Tests and Analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.

- 10.2 Documents to be submitted by the Vendor are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

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

## **13. Incidental Services**

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

## **14. Spare Parts**

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

## **15. Warranty**

- 15.1 The Vendor 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 Vendor 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 Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.



15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

## **16. Payment**

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

16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.

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

## **17. Prices**

17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

## **18. Contract Amendments**

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

## **19. Assignment**

- 19.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## **20. Subcontractors**

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

## **21. Delay in Vendor's Performance**

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.
- 21.2 If at any time during performance of the contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/or to perform the services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for Default**

23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this contract in whole or in part:

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

- b) if the Vendor fails to perform any other obligation(s) under the contract; or
  - c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Vendor and / or person restricted by the Purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

## **24. Anti-Dumping and Countervailing Duties and Rights**

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

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that

his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.

- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination on Insolvency**

- 26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.



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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Vendor any monies due the Vendor.

## **28. Limitation of Liability**

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

- a) the Vendor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay penalties and/or damages to the Purchaser; and
- b) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### **30. Applicable Law**

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

### **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the Vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and Duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation Programme**

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

#### **34. Prohibition of Restrictive Practices**

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

This is to certify that I have read and checked this document and it is in line with National and Provincial Treasury Requirements/Regulations.

Prepared by:

CHAIRPERSON OF BSC: *Z. Dlamini*.....

SIGNATURE: .....

DATE: *30/06/2022*.....

MANAGER SUPPLY CHAIN MANAGEMENT: *A. H. M. M. M.*.....

SIGNATURE: .....

DATE: .....

# Annex C

SATS 1286.2011

## Local Content Declaration - Summary Schedule

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

**Note:** VAT to be excluded from all calculations

Pula  EU  GBP

Tender item no's	List of items	Calculation of local content					
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: \_\_\_\_\_

(C20) Total tender value  R 0

(C21) Total Exempt imported content  R 0

(C22) Total Tender value net of exempt imported content  R 0

(C23) Total Imported content  R 0

(C24) Total local content  R 0

(C25) Average local content % of tender

## Annex E

SATS 1286.2011

### Local Content Declaration - Supporting Schedule to Annex C

**Note: VAT to be excluded from all calculations**

<i>(E1)</i>	Tender No.	
<i>(E2)</i>	Tender description:	
<i>(E3)</i>	Designated products:	
<i>(E4)</i>	Tender Authority:	
<i>(E5)</i>	Tendering Entity name:	

**Local Products  
(Goods, Services and  
Works)**

Description of items purchased <i>(E6)</i>	Local suppliers <i>(E7)</i>	Value <i>(E8)</i>
<i>(E9) Total local products (Goods, Services and Works)</i>		R 0

- (E10)* **Manpower costs** (Tenderer's manpower cost) R 0
- (E11)* **Factory overheads** (rental, depreciation & amortisation, utility costs, consumables etc.) R 0
- (E12)* **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0
- (E13)* **Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_



**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

SATS 1

(021) Tender No.  
 (022) Tender Description:  
 (023) Designated Products:  
 (024) Tender Authority:  
 (025) Tendering Entity name:  
 (026) Tender Exchange Rate:

Unit

EU R 3.00

GBP R 13.60

Note: VAT to be excluded from all calculations

**A. Exempted Imported content**

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Local value of freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imp value
(027)	(028)	(029)	(030)	(031)	(032)	(033)	(034)	(035)	(036)	(037)	(038)
<b>Calculation of imported content</b>											
(039) Total exempt imported value											
This total must correspond with Annex C C.21											
<b>Summary</b>											
										(037)	(038)

**B. Imported directly by the Tenderer**

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Local value of freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(020)	(021)	(022)	(023)	(024)	(025)	(026)	(027)	(028)	(029)	(030)	(031)
<b>Calculation of imported content</b>											
(032) Total imported value by tenderer											
This total must correspond with Annex C C.21											
<b>Summary</b>											
										(030)	(031)

**C. Imported by a 3rd party and supplied to the Tenderer**

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Local value of freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value
(033)	(034)	(035)	(036)	(037)	(038)	(039)	(040)	(041)	(042)	(043)	(044)
<b>Calculation of imported content</b>											
(045) Total imported value by 3rd party											
This total must correspond with Annex C C.23											
<b>Summary</b>											
										(043)	(044)

**D. Other foreign currency payments**

Type of Payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(045)	(047)	(048)	(049)	(050)
<b>Calculation of foreign currency payments</b>				
(051) Total of foreign currency payments declared by tenderer and/or 3rd party				
(052) Total of imported content & foreign currency payments - (032), (045), & (051) above				
This total must correspond with Annex C C.23				

Signature of Tenderer from Annex B

Date: