



REQUEST FOR QUOTATIONS (RFQ) FOR PROCUREMENT OF GOODS AND SERVICES

DESCRIPTION OF WORK

**(URGENT) THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION
AND INSTALLATION OF SUBMERSIBLE PUMP AND CONTROL BOX: TEKWANE
CITRUS FARM**

QUOTATION DETAILS

QUOTATION NUMBER: RFQ01079 – 26/27

CLOSING Date: 30/04/2026

Time: 15:00

Compulsory Briefing session:

Yes

No

If Yes, Date and time of compulsory briefing
session:

Date: _____ Time: 00:00 am

DETAILS OF RESPONDENT

Name of bidder: _____

Please indicate whether it is the original or copy, tick the applicable block

ORIGINAL

COPY

REQUEST FOR QUOTATIONS (RFQ)

1. GENERAL CONDITIONS OF THE RFQ:

- 1.1. The 80/20 evaluation criteria for requirements with a Rand value of up to R50 000 000 (all applicable taxes included) will be used for this bid.
- 1.2. The value of this bid is estimated not exceed R1 000 000.00 (all applicable taxes included).
- 1.3. Fully comply with the scope of work / service or **(Attached Scope of work / service)**..
- 1.4. Quotations must be valid for a period of 30 days.
- 1.5. The Bidder's quotation to bear correct contact details and address.
- 1.6. Fully completed Standard Bidding Documents (SBD4 and SBD 6.1).
- 1.7. The bidder must be registered on the Central Supplier Database (CSD).
- 1.8. This bid will **NOT** be evaluated on functionality.
- 1.9. Submit a Detailed CSD not older than a (1) month.
- 1.10 Submit a valid proof of CIDB registration.

2. SCOPE OF WORK / SERVICE OR ITEMS

No	Scope of work
1	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF SYBMERSIBLE PUMP AND CONTROL BOX: TEKWANE CITRUS FARM (see attached spec)

3. MANDATORY REQUIREMENTS

3.1 Submissions and enquiries:

- scm@mega.gov.za

3.2 Referencing:

- RFQ Number. *(must be on the subject line on email)*

3.3. CSD Number:

- MAAA-

Submissions and enquiries should be directed at:

scm@mega.gov.za

PROVISION OF SUBMERSIBLE PUMP AND CONTROL BOX: TEKWANE CITRUS FARM				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SECTION NO. 1	H1	0		
BILL NO 1	H1	0		
PRELIMINARIES	H1	0		
BUILDING AGREEMENT AND PRELIMINARIES	H2	0		
The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0, reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described		0		
The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement		0		
The ASAQs Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities		0		
Contractors are referred to the abovementioned documents for the intent and meaning of each clause thereof		0		
These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents		0		
Where any item is not relevant to this specific agreement such item is marked N/A (signifying "not applicable")		0		
PREAMBLES FOR TRADES	H2	0		
The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained		0		
Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles		0		
The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles		0		
PRICING OF PRELIMINARIES	H2	0		
Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)		0		
SECTION A: PRINCIPAL BUILDING AGREEMENT	H2	0		
Definitions (A1)	H3	0		
Clause 1.0 - Definitions and interpretation The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors [1.1] F:..... V:..... T:.....	Item	0	R	R
Objective and preparation (A2 - A14)	H3			
Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:.....	Item			
Clause 3.0 - Documents Refer to Annexure A for a list of the contract drawings Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) [3.5] The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any [3.9] F:..... V:..... T:.....	Item			
Clause 4.0 - Design responsibility F:..... V:..... T:.....	Item			
Clause 5.0 - Employer's agents F:..... V:..... T:.....	Item			
Clause 6.0 - Contractor's site representative F:..... V:..... T:.....	Item			
Clause 7.0 - Compliance with laws and regulations Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [7.1] F:..... V:..... T:.....	Item			
Clause 8.0 - Works risk F:..... V:..... T:.....	Item			
Clause 9.0 - Indemnities F:..... V:..... T:.....	Item			

Clause 10.0 - General insurances F:..... V:..... T:.....	Item
Clause 11.0 - Special insurances F:..... V:..... T:.....	Item
Clause 12.0 - Effecting insurances F:..... V:..... T:.....	Item
Clause 13.0 - Assignment F:..... V:..... T:.....	Item
Clause 14.0 - Security F:..... V:..... T:.....	Item
Execution (A15 - A23)	H3
Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....	Item
Clause 16.0 - Site and access Certain areas will be occupied during the construction period and the contractor must execute the works with as little noise and disturbance as possible to the occupants. [16.6] F:..... V:..... T:.....	Item
Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item
Clause 18.0 -Setting out of the works The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1] F:..... V:..... T:.....	Item
Clause 19.0 - Temporary works and plant: Clause 19.1.1 - Enclosure of the works F:..... V:..... T:.....	Item
Clause 19.1.2 - Office accommodation - provide suitable office accommodation for site meetings with tables and chairs for ten people F:..... V:..... T:.....	Item
Clause 20.0 - Nominated subcontractors Refer to the provisions on general attendance hereinafter F:..... V:..... T:.....	Item
Clause 21.0 - Selected subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract work F:..... V:..... T:.....	Item
Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....	Item
Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:.....	Item
Completion (A24 - A30)	H3
Clause 24.0 - Practical completion F:..... V:..... T:.....	Item
Clause 25.0 - Works completion F:..... V:..... T:.....	Item
Clause 26.0 - Final completion F:..... V:..... T:.....	Item
Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item
Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item
Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:..... V:..... T:.....	Item
Clause 30.0 - Penalty for late or non-completion: 0.05% of the Contract Amount inclusive of Value Added Tax per Calendar day F:..... V:..... T:.....	Item
Payment (A31 - A35)	H3
Clause 31.0 - Interim payment Materials and goods stored off site shall not be included in the amount authorised for payment [31.6.5] F:..... V:..... T:.....	Item
Clause 32.0 - Adjustment to the contract value - NOT APPLICABLE All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [32.13] Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims for loss of profit shall not be entertained [32.2] F:..... V:..... T:.....	N/A
Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....	Item
Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item

Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item
Termination (A36 - A39)	H3
Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....	Item
Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....	Item
Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item
Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....	Item
Dispute (A40)	H3
Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item
Contract variables (A41 - A42)	H3
Clause 41.0 - Post tender provisions: The contractor is to complete and submit with his tender the JBCC Principal Building Agreement Contract Data CE F:..... V:..... T:.....	Item
Clause 42.0 - Contractual agreement: The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item
SECTION B: PRELIMINARIES	H2
Definitions and interpretation (B1)	H3
Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item
Documents (B2)	H3
Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item
Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item
Clause 2.3 - Availability of construction documentation: The budgetary allowances and selected subcontract amounts allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of selected subcontractors during the construction period F:..... V:..... T:.....	Item
Previous work and adjoining properties (B3)	H3
Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item
Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item
Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item
Samples, shop drawings and manufacturer's instructions (B4)	H3
Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item
Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item
Clause 4.3 - Shop drawings F:..... V:..... T:.....	Item
Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item
Deposits and fees (B5)	H3
Clause 5.1 - Deposits and fees F:..... V:..... T:.....	Item
Temporary services (B6)	H3
Clause 6.1 - Water F:..... V:..... T:.....	Item
Clause 6.2 - Electricity F:..... V:..... T:.....	Item
Clause 6.3 - Telecommunication facilities F:..... V:..... T:.....	Item
Clause 6.4 - Ablution facilities F:..... V:..... T:.....	Item
Prime cost amounts (B7)	H3
Clause 7.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item
Special attendance on n/s subcontractors (B8)	H3
Clause 8.1 - Special attendance F:..... V:..... T:.....	Item
General (B9)	H3
Clause 9.1 - Protection of the works F:..... V:..... T:.....	Item

Clause 9.2 - Protection/isolation of existing/ occupied works Certain areas of the site will be occupied during the construction period (see item 4 page 14) F:..... V:..... T:.....	Item
Clause 9.3 - Security of the works F:..... V:..... T:.....	Item
Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item
Clause 9.5 - Disturbance F:..... V:..... T:.....	Item
Clause 9.6 - Environmental disturbance F:..... V:..... T:.....	Item
Clause 9.7 - Works clearing and clearing F:..... V:..... T:.....	Item
Clause 9.8 - Vermin F:..... V:..... T:.....	Item
Clause 9.9 - Overhand work F:..... V:..... T:.....	Item
Schedule of variables (B10)	H3
Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract	
10.1 - Provisional bills of quantities [2.2] The quantities are provisional No	
10.2 - Availability of construction documentation [2.3] Construction documentation is complete Yes	
10.3 - Previous work - dimensional accuracy [3.1]	
10.4 - Previous work - defects [3.2]	
10.5 - Inspection of adjoining properties [3.3]	
10.6 - Water [7.2] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered)	
10.7 - Electricity [7.3] Option A (by contractor) Yes Option B (by employer - free of charge)	
10.8 - Telecommunications [7.4] Telephone Yes	
10.9 - Ablution facilities [7.5] Option A (by contractor) Yes Option B (by employer)	
10.10 - Protection of the works [9.1]	
10.11 - Protection/isolation of existing/sectionally occupied works [9.2] Protection/isolation is required No	
10.12 - Disturbance [9.5]	
10.13 - Environmental disturbance [9.6]	
SECTION C: SPECIFIC PRELIMINARIES	H2
Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included	
Black economic empowerment and training F:..... V:..... T:.....	Item
Proprietary branded products F:..... V:..... T:.....	Item
The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative	
Contract instructions F:..... V:..... T:.....	Item
Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor	
Labour record F:..... V:..... T:.....	Item
At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week	
Plant record F:..... V:..... T:.....	Item
At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week	
Guarantees F:..... V:..... T:.....	Item

Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement

Overtime F:..... V:..... T:..... Item

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer

Co-operation of contractor for cost management F:..... Item
V:..... T:.....

It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors

Occupational Health and Safety Specification F:..... Item
V:..... T:.....

The contractor shall comply with all the requirements set out in the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including extension of time or interest, due to such delay of payment. Provisions for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Allow for the compulsory equipment and clothing, ie hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, etc F:..... Item
V:..... T:.....

Allow for all compulsory health and safety posters, boards, etc F:..... Item
V:..... T:.....

Allow for all compulsory health and safety workshops, meetings, lectures, demonstrations, etc F:..... V:..... T:..... Item

Allow for all compulsory health and safety pamphlets, cards, paperwork, etc to each worker, consultant, public individual, etc coming onto the site F:..... V:..... T:..... Item

Allow for compulsory health and safety files that must be completed daily and must be handed to the employer on completion of the contract F:..... V:..... T:..... Item

Scope of Application as per Act No 85 of 1993 F:..... Item
V:..... T:.....

Notification of Construction Work as per Act No 85 of 1993 F:..... Item
V:..... T:.....

Employer's responsibilities as per Act No 85 of 1993 F:..... Item
V:..... T:.....

Principal Contractor's responsibility as per Act No 85 of 1993 F:..... Item
V:..... T:.....

Supervision of construction work as per Act No 85 of 1993 F:..... Item
V:..... T:.....

Risk assessment as per Act No 85 of 1993 F:..... Item
V:..... T:.....

Fall protection as per Act No 85 of 1993 F:..... V:..... T:..... Item

Structures Formwork and Support as per Act No 85 of 1993 F:..... Item
V:..... T:.....

Excavation as per Act No 85 of 1993 F:..... V:..... T:..... Item

Demolition work as per Act No 85 of 1993 F:..... Item
V:..... T:.....

Tunnelling as per Act No 85 of 1993 F:..... V:..... T:..... Item

Scaffolding as per Act No 85 of 1993 F:..... V:..... T:..... Item

Suspended platforms as per Act No 85 of 1993 F:..... Item
V:..... T:.....

<p>Botswains chairs as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Materials hoists as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Batch plant as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Explosive powered tools as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Cranes as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Construction vehicles and mobile plant as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Electrical installations and machinery on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Use and temporary storage of flammable liquids on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Water environments as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Housekeeping on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Stacking and storage on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Fire precautions as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Construction welfare as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Approved inspection Authorities as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Offences and penalties as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Repeal of regulations as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Short title as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item
<p>Obligatory Sub-contracting and Training F:..... V:..... T:.....</p>	Item
<p>The Contractor shall sub-contract 40% of the work to Domestic Sub-contractors as listed in the Schedule of Sub-Contractors in the Returnable Schedules. The Principal Agent and the Contractor shall at all times make sure that the work complies with the relevant specifications, standards and norms as contained in this tender. The Principal Agent and the Contractor shall provide for the necessary skills transfer and assistance to complete the sub-contracted section of the works. The Principal Agent and the Contractor shall provide the necessary documentation to the Domestic Sub-Contractor for upgrading of the rating by CIDB. BEE Sub-Contractors must be 100% black owned and have offices in Mpumalanga Province</p>	
<p>Expanded Public Works Programme F:..... V:..... T:.....</p>	Item
<p>The Contractor shall study the guidelines for the implementation of labour- intensive infrastructure projects under the Expanded Public Works Programme (EPWP) attached to this document. The Contractor shall take note of the requirements and inform all selected and or other sub-contractors, as no claim afterwards will be entertained</p>	
<p>C11.1 Local and targeted labour F:..... V:..... T:.....</p>	Item
<p>Allow for regular submission of proof of employment of local skilled and unskilled labour to Employer's representative F:..... V:..... T:.....</p>	Item
<p>Training allowance paid to targeted labour in respect of formal training. F:..... V:..... T:.....</p>	Item
<p>Extra over for the administration of payment of training allowances to targeted labour F:..... V:..... T:.....</p>	Item
<p>Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site F:..... V:..... T:.....</p>	Item
<p>C12: Contract drawings F:..... V:..... T:.....</p>	Item
<p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p>	
<p>C13: General preambles F:..... V:..... T:.....</p>	Item
<p>C14: Trade names F:..... V:..... T:.....</p>	Item

Wherever a trade name form any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for				
C15: Community Liaison Officer F:..... V:..... T:.....	Item			
Allow for a Community Liaison Officer (CLO) to be appointed F:..... V:..... T:.....	Item			
Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office. F:..... V:..... T:.....	Item			
Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the toilets. F:..... V:..... T:.....	Item			
Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the sheds. F:..... V:..... T:.....	Item			
C16: SANS 1921-6: HIV/AIDS Awareness read in conjunction with the Associated Specification Data F:..... V:..... T:.....	Item			
General requirements (Clause 4.1) F:..... V:..... T:.....	Item			
HIV/AIDS awareness programme (Clause 4.2) F:..... V:..... T:.....	Item			
Reporting (Clause 4.3) F:..... V:..... T:.....	Item			
SUMMARY OF CATEGORIES	H3			
Category : Fixed R..... Category : Value R..... Category : Time R.....				
SECTION 1: TOTAL P & G's				R
SECTION NO. 2	H1			
BILL NO. 1	H1			
SUBMERSIBLE PUMP	H1			
Supply and install 1.4kW 3-phase submersible pump complete with an operating motor and control box.	No	1	R	R
SECTION 2: SUPPLY AND INSTALLATION OF A SUBMERSIBLE PUMP AND CONTROL BOX				R

SUB TOTAL (A)	ST	0	R
CONTINGENCY	H3	0	
Allow 2.5% Contingencies	Item	2.50%	R
SUB TOTAL (B)	ST	0	R
Add: Value Added Tax @ 15.0%	TAX	15%	R
TOTAL			R

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

SBD4

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS

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

SBD4

1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME	4
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise owned by Black people	N/A	4	N/A	
Enterprise owned by Women	N/A	4	N/A	
Enterprise owned by Youth	N/A	4	N/A	
Enterprise owned by Disabled	N/A	4	N/A	
Enterprise owned by SMME's-QSE and EME	N/A	4	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

