



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

CENTRAL OFFICE

Postnet Suite #59 • Private Bag x2449 • Mokopane 0600 • C/o Totius & Hooze Streets
Tel: 015 – 492 9000/9007 • Fax: 015 – 492 9042
www.waterbergcollege.co.za • hq@waterbergcollege.co.za



WATERBERG TVET COLLEGE

**REQUEST POTENTIAL BIDDERS FOR PROPOSALS (RFP) APPOINTMENT OF A
CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL
OFFICE INTO A CHEF'S TRADE TEST CENTRE - CIDB GRADING 4GB OR
HIGHER**

TENDER NO: WTVETC/202601

Prospective Suppliers who are interested in participating in the afore-mentioned tender are invited to submit their proposal in full compliance to the requirement of this tender document. The completed document with all attachments must be signed and submitted in a clearly labelled sealed envelope together in the tender box at the following address:

Waterberg TVET College Central office – Corner Hooze & Totius Street, Mokopane, 0600

Tender number	WTVETC/202601
Date issued	7th of September 2026
Tender closing date	1st of October 2026 Time 11:00 am
Compulsory Information Session	Compulsory information session Date: 16 September 2026 Place: Waterberg TVET College, Old Central Office, 36 Hooze Street Mokopane, 0600 Time: 11:00 am

Company Name	
Address	
Contact person Mr/Mrs/Ms/Dr/Prof.	
Contact numbers	(W) (Cell)
Email address	

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

TABLE OF CONTENTS

NOTES TO TENDERERS	4
BACKGROUND	4
SITES PHYSICAL ADDRESSES AND CORODINATES	4
SUBMISSION OF BIDS.....	4
GENERAL TERMS	4
ADMINISTRATIVE, MANDATORY AND FUNCTIONALITY CRITERIA	5
STAGES OF EVALUATION	7
DISCLAIMER	7
CONFIDENTIALITY	7
PREPARATION OF PROPOSAL.....	8
CONTRACT PERIOD	8
PRICING	8
SERVICE LEVEL AGREEMENT	8
TENDER DOCUMENT CHECKLIST	9
SPECIFICATION - TENDER WTVETC/202601	12
FUNCTIONALITY SCORING BASE ON PREDETERMINED CRITERIA AND WEIGHT	39
STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY TENDERER	49
DECLARATION OF SOLVENCY / LIQUIDITY / OWNERSHIP	50
SBD 1: INVITATION TO BID	51
PART A	51
PART B	53
SBD 4: DECLARATION OF INTEREST	55
SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFFERIAL PROCUREMENT REGULATION, 2022	59
SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	65
SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	68
NATIONAL TREASURY GOVERNMENT PROCUREMENT – GENERAL CONDITIONS OF CONTRACT (REVISED JULY 2010)	71
DEFINITIONS	72
APPLICATION	74
GENERAL	74
TENDER NO: <u>WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER</u>	

STANDARDS.....	75
USE OF CONTACT DOCUMENTS AND INFORMATION INSPECTION	75
PATENT RIGHTS	75
PERFORMANCE SECURITY	75
INSPECTION, TESTS AND ANALYSES	76
PACKING.....	77
DELIVERY AND DOCUMENTS	77
INSURANCE	78
TRANSPORTATION.....	78
INCIDENTAL SERVICES	78
SPARE PARTS.....	78
WARRANTY	79
PAYMENT	79
PRICES	80
CONTRACT AMENDMENTS	80
ASSIGNMENT	80
SUBCONTRACTS	80
DELAYS IN THE SUPPLIER'S PERFORMANCE	80
PENALTIES	81
TERMINATION FOR DEFAULT	81
ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS	83
FORCE MAJEURE	83
TERMINATION FOR INSOLVENCY	84
SETTLEMENT OF DISPUTES	84
LIMITATION OF LIABILITY	84
GOVERNING LANGUAGE	85
APPLICABLE LAW	85
NOTICES	85
TAXES AND DUTIES	85
NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME	86
PROHIBITION OF RESTRICTIVE PRACTICES	86

1. NOTES TO TENDERERS

1.1. BACKGROUND

Waterberg TVET College is a public institution established in terms of the Continuing Education and Training Act No. 16 of 2006 (as amended). The College has secured funding for the conversion of the old central office into a chef's trade test center.

1.2. PURPOSE OF THE BID

The purpose of this bid is to appoint an experienced and qualified CIDB registered contractor for the conversion of the old central office into a chef's trade test center.

1.3. SUBMISSION OF BIDS

Bidders must submit **one (1) pack of original proposal** and a **scanned copy of the tender document in a USB** in one envelope marked "Tender Number"

The envelope containing the original proposal and the USB must be submitted in the tender box located in **Waterberg TVET College Central Office building at Corner Hooge and Totius street Mokopane 0600**. The tender box is marked "Tender Box". Bidders must register their bid on the submission register.

Closing date and time for submission is: **1st of October 2026 at 11:00**

Note: E-mail and faxed submissions will not be accepted. Late submissions will be disqualified.

1.4. GENERAL TERMS

All documents submitted in the response to this bid shall be written in English completed with a pen. Bid documents completed with a pencil will be disqualified. All corrections and scratching must be initialled. The use of correction pen (Tippex) will automatically invalidate your bid. **Each page of the tender document must be initialled**. All required documents must be attached behind the specified divider to allow for convenient checking during evaluation. Each tender shall be valid for a period of four months (120 days) calculated from the closing date of the tender.

Any enquiries in connection to this tender shall be submitted in writing to the below email address: scm@waterbergcollege.co.za

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

1.5. ADMINISTRATIVE, MANDATORY AND FUNCTIONALITY CRITERIA

<u>ADMINISTRATIVE CRITERIA</u>	
Tenders must complete and sign the following documentation (Failure to submit this required documentation will lead to disqualification)	
No.	Description of Appendix
1.	Invitation to bid: SBD 1 Requires that bidders agree to be bound by bid's terms and conditions
2.	Declaration of interest: SBD 4 Requires a declaration of interest from bidder, stating any existing relationship/ acquaintance with DHET or Waterberg TVET College employees. This is to ensure that these persons are not involved in anyway, to avoid corruption.
3.	Preference certificate as part of the preferential procurement regulation, 2022: SBD 6.1 Requires Preferential Procurement points claims
4.	Declaration of bidders past SCM practices: SBD 8 Requires declaration of bidder's past supply chain management practices
5.	Certificate of independent bid determination: SBD 9 Requires declaration from bidder to prevent collusive bidding/ bid-rigging
6.	General Conditions of Contract Requires bidders to read and sign for the acceptance
<u>MANDATORY CRITERIA</u>	
Tenders must include the following documentation (Failure to submit this required documentation will lead to disqualification)	
No.	Description of Appendix
1.	A Joint venture (JV) agreement in a case of a joint venture
2.	Certificate of Authority
3.	Proof of Company Registration Certificate (Company/CC/Trust/ Partnership)
4.	Originally Certified ID copies of all Members/ Partners/ Directors. If Members/Partners/ Directors are employed by the state, proof that they are allowed to conduct business outside remunerative work should be provided.

5.	A valid Tax compliant letter with Pin . NB: Tax matter for the recommended bidder will be verified on Central Supplier Database (CSD) or SARS eFiling prior to awarding. If the bidders' tax matters are non-compliant in terms of clause 4.2 & 4.3 will be exercised from National Treasury Instruction No. 09 of 2017/2018 (Tax Compliance Status Verification).
6.	A valid VAT (Value Added Tax) registration certificate
7.	Comprehensive Company profile
8.	A valid Proof of registration with Construction Industry Development Board (CIDB) Grading of 4GB or Higher
9.	Certificate of Insurance Cover and the amount available per claim
10.	A valid Certificate from the compensation for occupational Injuries and diseases (COIDA Certificate) stating Construction or construction related services as nature of business
11.	A Valid Proof of registration with the Unemployment Insurance fund (UIF)
12.	Provide a CV, Qualifications and Wireman's license of a qualified Electrician
13.	Provide a CV and Qualifications of a qualified HVAC specialist
14.	Provide a CV and qualifications of a qualified Fire service specialist
15.	A Safety file . A compilation of documents that proves a company complies with occupational health and safety (OHS) laws for the project.
16.	Form of intent to provide for Guarantees
17.	Proof of Business address . Statement of water and lights not more than three months or lease agreement for the company.
18.	A copy of the latest Reviewed/Audited Financial Statement
19.	Proof of Central supplier database (CSD) registration
20.	Proof of bank account (A letter from the bank confirming banking details)
21.	Proof of purchase of a tender document (Proof of payment)
22.	A USB containing a scanned copy of the tender document

1.6. STAGES OF EVALUATION

Evaluation will be done in four (4) stages. These stages are as follows:

Stage 1: Compliance:

This stage refers to compliance on administration and returnable documents. A bidder compliant to this stage will proceed to stage 2.

Stage 2: Functional/Technical Evaluation:

Functionality is worth hundred (100) points. Bidders that score less than seventy (70) points on functionality will be disqualified and not proceed to stage 3. Bidders that score 70 points and above will proceed to stage 3.

Stage 3: Presentation

The shortlisted bidders will be invited to a presentation to a panel of adjudicators. The presentation will be worth (30) points. Bidders that score above (20) points will proceed to stage 4.

Stage 4: 80/20 Evaluation criteria in terms of preference points system:

Each tender that obtained the minimum qualifying score on the Presentation will be evaluated further in terms of price and the preference point system according to Preferential Procurement Regulations, 2022. Failure to complete and claim for points on SBD 6.1, bidders will forfeit preference points.

1.7. DISCLAIMER

Waterberg TVET College reserves the right to:

- a) Verify any information supplied in the Bid documents;
- b) Not appoint any service provider;
- c) Cancel or withdraw this Bid at any time without attracting any penalties or liabilities;
- d) Appoint one or more service providers, depending on the outcome;
- e) To disqualify a bid or cancel any subsequent contract should it be found that information disclosed was factual inaccurate and/or that a misrepresentation of facts may have occurred.

1.8. CONFIDENTIALITY

Any or all information made available to the Waterberg TVET College shall be regarded as confidential and shall not be made available to third parties without the prior written consent of the bidder.

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

1.9. PREPARATION OF PROPOSAL

Waterberg TVET College shall not be liable for any costs that has been incurred by the service provider in the preparation of the proposal, the obtaining of certificates or any other cost that might be incurred in submitting the proposal.

1.10. CONTRACT PERIOD

This will be a three (3) months project. A contract for a period of three (3) months will be signed between the awarded contractor and Waterberg TVET College.

1.11. PRICING

Bidders are required to complete ***Annexure A- BOQ (Bill of quantities)***. The BOQ must be fully completed with a pen. BOQ completed with a pencil will be disqualified. All corrections and scratching must be initialled. The use of correction pen (Tippex) will automatically invalidate your bid. Any arithmetic errors found on the BOQ may lead to disqualification. **Each page of the BOQ must be initialled.** The prices must be firm and inclusive of VAT.

1.12. SERVICE LEVEL AGREEMENT

Both the awarded Contractor and Waterberg TVET College will enter into a service level agreement (SLA) after appointment. The contractor representatives will meet with the delegated Waterberg TVET College representative as and when deemed necessary.

2. TENDER DOCUMENT CHECKLIST

BIDDERS ARE TO USE THIS CHECKLIST TO ENSURE THAT THE BID DOCUMENTATION IS COMPLETE FOR ADMINISTRATIVE COMPLIANCE. THE BIDDER MUST INDICATE THAT THE DOCUMENTATION IS COMPLETE AND ALL REQUIRED DOCUMENTS AS PER NOTES TO BIDDERS ARE ATTACHED TO THE TENDER DOCUMENT

ITEM	DESCRIPTION	YES	NO
ADMINISTRATIVE DOCUMENTS TO BE COMPLETED			
1.	TENDER DOCUMENT CHECKLIST – <u>COMPLETED</u>		
2.	TENDER DOCUMENT COMPLETED IN FULL AND INITIALED ON EACH PAGE AND SIGNED - <u>COMPLETED, INITIALED AND SIGNED</u>		
3.	STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY TENDERER – <u>COMPLETED AND SIGNED</u>		
4.	DECLARATION OF SOLVENCY/LIQUIDITY/OWNERSHIP – <u>COMPLETED AND SIGNED</u>		
5.	SBD 1 – INVITATION TO BID – <u>COMPLETED AND SIGNED</u>		
6.	SBD 4 – DECLARATION OF INTEREST – <u>COMPLETED AND SIGNED</u>		
7.	SBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – <u>COMPLETED AND SIGNED</u>		
8.	SBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – <u>COMPLETED AND SIGNED</u>		
9.	SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION – <u>COMPLETED AND SIGNED</u>		
10.	THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT- <u>ACCEPTED AND SIGNED</u>		

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

ITEM	DESCRIPTION	YES	NO
MANDATORY REQUIRED DOCUMENTS TO BE ATTACHED TO TENDER DOCUMENT			
1.	A JOINT VENTURE (JV) AGREEMENT (IN A CASE OF A JOINT VENTURE) – <u>ATTACHED</u>		
2.	CERTIFICATE OF AUTHORITY – <u>ATTACHED</u>		
3.	PROOF OF COMPANY REGISTRATION CERTIFICATE (COMPANY/CC/TRUST/ PARTNERSHIP) – <u>ATTACHED</u>		
4.	ORIGINALLY CERTIFIED ID COPIES OF ALL MEMBERS/ PARTNERS/ DIRECTORS. IF MEMBERS/PARTNERS/ DIRECTORS ARE EMPLOYED BY THE STATE, PROOF THAT THEY ARE ALLOWED TO CONDUCT BUSINESS OUTSIDE REMUNERATIVE WORK SHOULD BE PROVIDED. – <u>ATTACHED</u>		
5.	A VALID TAX COMPLIANT LETTER WITH PIN. NB: TAX MATTER FOR THE RECOMMENDED BIDDER WILL BE VERIFIED ON CENTRAL SUPPLIER DATABASE (CSD) OR SARS EFILLING PRIOR TO AWARDED. IF THE BIDDERS' TAX MATTERS ARE NON-COMPLIANT IN TERMS OF CLAUSE 4.2 & 4.3 WILL BE EXERCISED FROM NATIONAL TREASURY INSTRUCTION NO. 09 OF 2017/2018 (TAX COMPLIANCE STATUS VERIFICATION). – <u>ATTACHED</u>		
6.	A VALID VAT (VALUE ADDED TAX) REGISTRATION CERTIFICATE– <u>ATTACHED</u>		
7.	COMPREHENSIVE COMPANY PROFILE– <u>ATTACHED</u>		
8.	A VALID PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADING OF 4GB OR HIGHER– <u>ATTACHED</u>		
9.	CERTIFICATE OF INSURANCE COVER AND THE AMOUNT AVAILABLE PER CLAIM – <u>ATTACHED</u>		
10.	A VALID CERTIFICATE FROM THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COIDA CERTIFICATE) STATING CONSTRUCTION OR CONSTRUCTION RELATED SERVICES AS NATURE OF BUSINESS– <u>ATTACHED</u>		
11.	A VALID PROOF OF REGISTRATION WITH THE UNEMPLOYMENT INSURANCE FUND (UIF) – <u>ATTACHED</u>		

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

ITEM	DESCRIPTION	YES	NO
12.	PROVIDE A CV, QUALIFICATIONS AND WIREMANS LICENSE OF A QUALIFIED ELECTRICIAN - <u>ATTACHED</u>		
13.	PROVIDE A CV AND QUALIFICATIONS OF A QUALIFIED HVAC SPECIALIST – <u>ATTACHED</u>		
14.	PROVIDE A CV AND QUALIFICATIONS OF A QUALIFIED FIRE SERVICE SPECIALIST – <u>ATTACHED</u>		
15.	A SAFETY FILE. A COMPILATION OF DOCUMENTS THAT PROVES A COMPANY COMPLIES WITH OCCUPATIONAL HEALTH AND SAFETY (OHS) LAWS FOR THE PROJECT. – <u>ATTACHED</u>		
16.	FORM OF INTENT TO PROVIDE FOR GUARANTEES- <u>ATTACHED</u>		
17.	PROOF OF BUSINESS ADDRESS. STATEMENT OF WATER AND LIGHTS NOT MORE THAN THREE MONTHS OR LEASE AGREEMENT FOR THE COMPANY. – <u>ATTACHED</u>		
18.	A COPY OF THE LATEST REVIEWED/AUDITED FINANCIAL STATEMENT– <u>ATTACHED</u>		
19.	PROOF OF CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION – <u>ATTACHED</u>		
20.	PROOF OF BANK ACCOUNT (A LETTER FROM THE BANK CONFIRMING BANKING DETAILS) – <u>ATTACHED</u>		
21.	PROOF OF PURCHASE OF A TENDER DOCUMENT (PROOF OF PAYMENT) – <u>ATTACHED</u>		
22.	A USB CONTAINING A SCANNED COPY OF THE TENDER DOCUMENT– <u>ATTACHED</u>		

3. SPECIFICATION - TENDER WTVETC/202601: CONVERSION OF THE OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTRE - CIDB GRADING 4GB OR HIGHER

SCOPE OF WORKS

1. GENERAL

The Works comprise the refurbishment, alteration, upgrading, extension, installation, testing and commissioning of existing facilities at Waterberg TVET College, including all associated building, civil, electrical, mechanical, wet services, heating, ventilation and air-conditioning (HVAC), fire protection, liquefied petroleum gas (LPG), commercial kitchen equipment and ancillary works.

The Contractor shall provide all labour, supervision, materials, plant, equipment, temporary works, transport, consumables and specialist services necessary for the proper execution and completion of the Works in accordance with the Contract Documents, approved drawings, Bills of Quantities, applicable specifications, manufacturers' requirements and relevant South African legislation, regulations, standards and codes of practice.

The Works shall be executed as a general building construction. The Contractor shall be responsible for coordination between all trades and specialist subcontractors and shall ensure that the completed facility is safe, functional, fully tested, commissioned, certified and ready for occupation and intended use.

Unless specifically stated otherwise, all rates and prices tendered shall be deemed to include for everything necessary for the complete execution of the Works.

2. APPLICABLE LEGISLATION, STANDARDS AND REGULATIONS

All work shall comply with the latest applicable editions, amendments and requirements of South African legislation and standards, including, but not necessarily limited to:

- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- Construction Regulations, 2014, as amended;
- National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977);
- SANS 10400 – The Application of the National Building Regulations;
- SANS 2001 series, where applicable to the relevant construction activities;
- SANS 10142-1 – The Wiring of Premises;
- SANS 62305 series – Protection against Lightning;

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- SANS 10139 – Fire Detection and Alarm Systems for Buildings, where applicable;
- SANS 10400-T – Fire Protection;
- SANS 10087 series – Handling, Storage, Distribution and Maintenance of Liquefied Petroleum Gas in Domestic, Commercial and Industrial Installations;
- applicable municipal by-laws and fire-safety requirements;
- applicable Department of Employment and Labour requirements;
- applicable environmental legislation;
- requirements of the relevant electricity and water service authorities; and
- manufacturers' written installation and commissioning requirements.

Where discrepancies occur between the Contract Documents, drawings, Bills of Quantities and specifications, the Contractor shall refer the matter to the Employer's Agent/Engineer/Principal Agent for clarification before proceeding with the affected work.

3. CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor shall undertake all activities necessary for the complete execution of the Works, including:

3.1 Site Establishment

The Contractor shall establish and maintain the construction site for the duration of the Contract, including:

- site offices and storage facilities;
- temporary water and electricity supplies;
- ablution and welfare facilities;
- temporary fencing, barricading and access control;
- construction signage;
- security of the Works;
- protection of existing infrastructure;
- temporary access arrangements;
- fire and emergency equipment;
- first-aid facilities; and
- all other temporary facilities required for the proper execution of the Works.

3.2 Verification of Existing Conditions

Before commencing construction, the Contractor shall verify:

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- existing building dimensions;
- floor and ceiling levels;
- existing structural elements;
- existing electrical installations;
- existing water and sewer connections;
- existing stormwater systems;
- existing mechanical services;
- underground and above-ground services;
- positions of proposed equipment;
- available electrical capacities;
- water supply conditions; and
- all other physical conditions affecting the Works.

No additional payment shall arise from the Contractor's failure to adequately inspect and verify reasonably ascertainable site conditions prior to execution.

3.3 Setting Out

The Contractor shall be responsible for the accurate setting out of the Works from information provided in the Contract Documents.

Any discrepancy identified during setting out shall immediately be reported to the Employer's Agent before construction proceeds.

4. OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall comply fully with the Occupational Health and Safety Act and Construction Regulations.

The Contractor shall prepare, submit, implement and maintain a project-specific Health and Safety Plan and Health and Safety File.

Particular attention shall be given to:

- demolition works;
- electrical works;
- hot works;
- LPG installations;
- working at heights;

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- roof works;
- lifting operations;
- excavation and trenching;
- mechanical installations;
- handling of hazardous substances;
- testing and commissioning; and
- work within or adjacent to existing operational facilities.

All personnel undertaking specialist works shall possess the necessary statutory registration, competency and certification.

5. PROTECTION OF EXISTING WORKS AND SERVICES

The Contractor shall protect all existing structures, finishes, services, equipment and facilities that are to remain.

Prior to demolition, drilling, cutting or excavation, the Contractor shall establish the position of existing services.

Any existing infrastructure damaged by the Contractor shall be repaired or replaced to the satisfaction of the Employer's Agent at the Contractor's cost.

Where the facility remains operational during construction, the Contractor shall programme and execute the Works to minimize disruption to College activities.

6. DEMOLITION AND ALTERATION WORKS

The Contractor shall carry out controlled demolition and alteration of existing building elements necessary to accommodate the proposed refurbishment and new installations.

The Works include, inter alia:

- removal of existing cement screed to accommodate electrical and LPG installations;
- demolition of existing masonry walling associated with the proposed classroom extension;
- removal of existing doors and frames;
- removal of identified existing windows;
- cutting and chasing for new electrical and mechanical services;
- removal of redundant services where instructed;

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- removal of defective finishes; and
- making good all surfaces affected by demolition and alterations.

Demolition shall be undertaken in a controlled manner and shall not adversely affect the structural integrity of the existing building.

Where structural elements are encountered, no cutting, drilling or demolition shall proceed without prior written approval from the Employer's Agent/Structural Engineer.

All demolished material shall be removed from the Works and disposed of at an approved disposal facility.

7. CONCRETE WORKS

The Contractor shall execute all concrete works required for the proposed alterations, service installations and associated construction.

The Works include concrete associated with surface toppings, service installations and covers, as indicated in the Bills of Quantities.

Concrete works shall include:

- excavation and preparation where required;
- preparation of existing surfaces;
- formwork;
- reinforcement where specified;
- supply and placing of concrete;
- mechanical compaction;
- finishing;
- curing;
- construction joints;
- protection of completed work;
- testing where specified; and
- making good adjacent surfaces.

Concrete shall achieve the specified characteristic compressive strength and shall be produced, transported, placed, compacted and cured in accordance with the applicable standards and project specifications.

8. MASONRY WORKS

New masonry shall be constructed as indicated on the drawings and Bills of Quantities.

The Contractor shall provide:

- masonry units;
- mortar;
- brick reinforcement;
- wall ties;
- lintels where required;
- cutting and fitting;
- forming of openings;
- service penetrations;
- bonding into existing construction;
- damp-proofing where applicable; and
- all associated making good.

All masonry shall be constructed plumb, level and properly bonded.

9. STRONG ROOM CONSTRUCTION

The Contractor shall construct the proposed strong room walls in accordance with the approved drawings and specifications.

The Works shall include:

- reinforced masonry;
- horizontal and vertical reinforcement where specified;
- lintels;
- structural connections;
- door openings;
- anchorage;
- plastering and finishing; and
- making good adjoining construction.

The strong room construction shall comply with the requirements shown on the approved construction drawings and any applicable security requirements.

10. PLASTERING

New masonry and surfaces disturbed during the Works shall be plastered and finished to match the existing or specified finish.

The Works shall include substrate preparation, bonding agents where required, plaster application, forming of corners and reveals, curing and preparation for decorative coatings.

Finished plaster shall be true, even, free from excessive cracking and suitable to receive the specified paint system.

11. FLOOR SCREEDS AND FLOOR FINISHES

The Contractor shall provide approximately 285 m² of 25 mm cement screed and reinstate approximately 15 m² of screed disturbed by new electrical and LPG services.

The Works shall include:

- preparation of substrates;
- cleaning;
- bonding;
- filling and compaction of service trenches;
- screeding;
- levelling;
- falls where required;
- curing; and
- preparation for final floor finishes.

Where floor tiling is specified, the Works shall include:

- approved floor tiles;
- adhesive;
- cutting;
- spacers;
- grout;
- movement joints;
- edge finishing;
- cleaning; and
- protection of completed surfaces.

No service trench shall be permanently covered before the relevant service has been inspected, tested and approved.

12. DOORS AND FRAMES

The Works shall include:

- removal of existing units;
- preparation and modification of openings;
- steel door frames;
- timber door leaves;
- hinges;
- locks;
- handles;
- door furniture;
- stops;
- associated ironmongery;
- finishing;
- adjustment; and
- making good.

Doors shall operate freely and shall be correctly aligned, fitted and secured at Practical Completion.

13. WINDOWS AND GLAZING

The Contractor shall remove the identified existing window(s) and install new window units.

The Works shall include:

- preparation and modification of openings;
- window frames;
- glazing;
- glazing beads;
- sealing;
- fixing;
- weatherproofing;
- finishing; and
- making good surrounding construction.

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

Glazing shall comply with the applicable requirements of SANS 10400-N.

14. CEILINGS

Approximately 285 m² of new 6.4 mm gypsum plasterboard ceiling shall be installed.

Unless otherwise specified, ceilings shall be supported on suitable timber bracing or proprietary suspension systems in accordance with the manufacturer's requirements.

The Works shall include:

- ceiling boards;
- supporting framework;
- jointing;
- cover strips or flush joints as specified;
- cornices and trims;
- access panels;
- openings for lighting;
- openings for HVAC diffusers;
- openings for ventilation grilles;
- making good; and
- preparation for painting.

No ceiling shall be permanently closed until concealed electrical, mechanical and plumbing installations have been inspected and approved.

15. ROOF REPAIRS AND WATERPROOFING

The Contractor shall investigate and rectify identified roof leaks and water ingress.

The scope shall include:

- inspection of existing roof covering;
- identification of defective areas;
- repair or replacement of defective roofing;
- repair of flashings;
- repair of ridge capping;
- application of approved waterproofing systems;
- sealing of penetrations;

- reinstatement of affected finishes; and
- water testing of repaired areas.

Completed roof areas shall be watertight.

16. PAINTING AND DECORATIVE FINISHES

Painting works shall include preparation and application of approved coating systems to existing and new surfaces.

Existing painted surfaces shall be cleaned, loose material removed, cracks repaired and defective surfaces made good.

New plastered surfaces shall receive an appropriate alkali-resistant primer followed by the specified finishing coats.

Colours shall be selected or approved by the Employer's Agent.

17. SANITARY PLUMBING AND DRAINAGE

The Contractor shall provide a complete sanitary plumbing and drainage installation serving the refurbished facility.

The scope shall include:

- soil pipes;
- waste pipes;
- vent pipes;
- anti-syphonage piping;
- traps;
- fittings;
- brackets;
- supports;
- rodding access;
- service penetrations;
- connections to sanitary fittings;
- connections to existing drainage infrastructure;
- testing; and
- making good.

Drainage installations shall be tested prior to concealment and again prior to Practical Completion.

18. DOMESTIC WATER SERVICES

The Contractor shall provide complete hot and cold-water services to sanitary fittings and equipment.

The Works shall include:

- water supply piping;
- fittings;
- valves;
- isolation valves;
- supports;
- connections;
- insulation where required;
- pressure testing;
- flushing; and
- commissioning.

Where pumping equipment is required, it shall be supplied complete with all valves, pressure controls, pressure vessel, electrical control equipment and accessories required for a complete operational installation.

19. AIR-CONDITIONING SYSTEM

The Contractor shall supply, install, test and commission a complete air-conditioning system.

Each installation shall include:

- indoor unit;
- outdoor unit;
- refrigerant pipework;
- refrigerant insulation;
- condensate drains;
- electrical controls;
- isolators;
- remote controllers;

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- mounting brackets;
- vibration isolation;
- supports;
- weatherproofing;
- testing; and
- commissioning.

Approximately 20 m of galvanised P7000-type trunking, or approved equivalent, shall be provided for exposed external refrigeration pipework where specified.

20. MECHANICAL VENTILATION

The Contractor shall provide complete mechanical supply and extract ventilation systems to the areas indicated on the mechanical drawings.

The installation includes fresh-air equipment such as FAF-01, rated at approximately 450 litres per second against 200 Pa external static pressure.

The system shall include:

- supply and extract fans;
- inline duct fans;
- ductwork;
- flexible connections;
- volume control dampers;
- attenuators where specified;
- grilles;
- diffusers;
- louvers;
- hangers and supports;
- anti-vibration mountings;
- controls and timers;
- electrical connections;
- identification;
- airflow balancing; and
- commissioning.

Airflow quantities shall be measured and balanced to achieve the specified design performance.

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

21. FIRE WATER RETICULATION

The Contractor shall provide a complete fire-water reticulation system.

The installation shall include:

- twin 65 mm brass booster connection;
- pressure gauges;
- 100 mm non-return valves;
- 100 mm butterfly valves;
- connections to the existing fire-water infrastructure;
- water metering where specified;
- hydrant and hose-reel pipework;
- valves;
- fittings;
- supports; and
- testing.

All components shall be rated for the applicable system pressure.

22. UNDERGROUND FIRE PIPEWORK

Underground fire-water pipework shall generally comprise HDPE PN12 piping or the class indicated in the Contract Documents.

Approximate quantities include:

- 30 m of 110 mm diameter HDPE pipe; and
- 20 m of 32 mm diameter HDPE pipe.

The Works shall include:

- setting out;
- excavation;
- trench preparation;
- bedding;
- pipe installation;
- fusion welding;
- bends;

- tees;
- reducers;
- transitions;
- pressure testing;
- backfilling;
- compaction;
- marker tape where specified; and
- reinstatement.

Pipe trenches shall not be backfilled before testing and inspection unless authorized by the Employer's Agent.

23. ABOVE-GROUND FIRE PIPEWORK

Above-ground fire-water pipework shall generally comprise black mild-steel pipe and associated fittings.

Approximate quantities include:

- 5 m of 100 mm diameter pipe; and
- 5 m of 32 mm diameter pipe.

The installation shall include supports, brackets, fittings, valves, corrosion protection, identification and testing.

24. FIRE HYDRANTS AND HOSE REELS

The Contractor shall supply and install the specified firefighting equipment, including:

- brass hydrant landing valve;
- pressure gauges;
- 2 No. hose reels complete with approximately 30 m hoses;
- hose-reel pressure gauges; and
- 2 No. weatherproof hose-reel cabinets.

Equipment shall be installed in readily accessible positions and clearly identified.

The complete installation shall be pressure-tested and functionally tested.

25. PORTABLE FIRE EXTINGUISHERS

The Contractor shall supply, install and identify portable firefighting equipment, including approximately:

- 12 No. 4.5 kg dry chemical powder extinguishers; and
- 2 No. 5 kg CO₂ extinguishers.

Extinguishers shall be installed on approved brackets and provided with appropriate statutory signage.

26. FIRE AND EMERGENCY SIGNAGE

Approved statutory and photoluminescent signage shall be installed in accordance with the approved fire-safety layout.

Signage shall include:

- emergency escape routes;
- directional arrows;
- running-man symbols;
- hose-reel identification;
- hydrant identification;
- extinguisher identification; and
- other mandatory fire-safety signage.

27. LPG INSTALLATION

The Contractor shall provide a complete LPG installation serving the commercial kitchen and training workstations.

The scope shall include:

- LPG cylinders or cylinder bank as specified;
- cylinder enclosure where required;
- first- and second-stage regulators where applicable;
- LPG pipework;
- isolation valves;
- emergency shut-off arrangements;
- fittings;

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- supports;
- appliance connections;
- identification;
- ventilation requirements;
- pressure and leak testing;
- commissioning; and
- statutory certification.

The installation shall comply with the applicable requirements of the SANS 10087 series and shall be executed and certified by an appropriately registered competent person.

No LPG installation shall be placed into service until the required Certificate of Conformity has been issued.

28. ELECTRICAL INSTALLATION

The Contractor shall provide a complete electrical installation associated with the refurbished facility and all new equipment.

The Works shall include, as applicable:

- distribution boards;
- circuit breakers and protective devices;
- wiring and cabling;
- conduits;
- cable trays and trunking;
- junction boxes;
- lighting circuits;
- socket outlets;
- switches;
- isolators;
- dedicated power supplies;
- mechanical equipment supplies;
- kitchen equipment supplies;
- HVAC supplies;
- ventilation fan supplies;
- earthing;

- equipotential bonding;
- surge protection where specified;
- lightning protection;
- identification and labelling;
- testing; and
- commissioning.

Electrical installations shall comply with SANS 10142-1 and other applicable statutory requirements.

On completion, a valid Electrical Certificate of Compliance shall be issued.

29. LIGHTING INSTALLATION

The Contractor shall supply and install new LED lighting in accordance with the electrical drawings and Bills of Quantities.

The installation includes IP65-rated round bulkhead LED luminaires where specified.

The Works shall include:

- luminaires;
- drivers;
- wiring;
- conduits;
- switches;
- supports;
- junction boxes;
- emergency lighting where specified;
- circuit protection;
- testing; and
- commissioning.

The positioning of luminaires shall be coordinated with ceiling grids, HVAC diffusers, fire services and ventilation equipment.

30. LIGHTNING PROTECTION AND EARTHING

A complete lightning-protection system shall be provided in accordance with the project requirements and SANS 62305 series.

The design requirement identified in the Bills of Quantities is Lightning Protection Level III.

The installation shall include, as applicable:

- air-termination system;
- down conductors;
- conductor supports;
- test joints;
- earth electrodes;
- bonding;
- earth termination;
- connections to existing earthing systems; and
- testing.

The completed installation shall be tested and the applicable test report/certificate submitted at handover.

31. COMMERCIAL KITCHEN AND TRAINING WORKSTATIONS

The Contractor shall supply, install, connect and commission commercial kitchen and culinary training equipment in accordance with the equipment schedule and Bills of Quantities.

The scope includes student workstations fitted with LPG cooking equipment and stainless-steel shelving.

A separate mentor/instructor workstation shall be provided, including a four-burner LPG stove with oven.

Other equipment includes:

- 2 No. electric four-tray convection ovens;
- 2 No. flat-top griddles;
- 2 No. double-tank deep fryers; and
- 1 No. commercial microwave oven.

All equipment shall be commercial grade and suitable for intensive training use.

32. FOOD PREPARATION EQUIPMENT

The Contractor shall supply and install the specified food-preparation equipment, including:

- 4 No. stainless-steel preparation tables approximately 1.5 m × 0.7 m;
- 1 No. approximately 20-litre planetary mixer;
- 1 No. approximately 5-litre food processor; and
- 2 No. approximately 2-litre blenders.

All equipment shall be positioned to provide safe operating clearances and appropriate access for cleaning and maintenance.

33. REFRIGERATION EQUIPMENT

The Contractor shall supply, position, connect and commission refrigeration equipment including approximately:

- 2 No. 1 200-litre two-door upright refrigerators;
- 1 No. 600-litre upright freezer;
- 1 No. 1 400–1 600-litre upright refrigerator;
- 1 No. 50 kg/day ice-making machine; and
- 1 No. 400–600-litre glass-front display refrigerator.

The Contractor shall coordinate electrical, water and drainage requirements with the relevant services subcontractors.

34. WASHING AND HYGIENE EQUIPMENT

The Contractor shall supply and install approximately:

- 5 No. stainless-steel hand-wash sinks, approximately 400 × 400 mm; and
- 1 No. commercial under-counter dishwasher with approximately 500 × 500 mm basket capacity.

The installation shall include all necessary water, waste, electrical and ancillary connections.

35. CHANGE-ROOM AND ABLUTION FACILITIES

The scope includes the supply and installation of:

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- 3 No. full-height steel locker units;
- 2 No. floor-mounted ceramic WC suites;
- 2 No. ceramic wash-hand basins; and
- 2 No. approximately 1.5 m-long benches.

All sanitary fixtures shall be connected to the applicable water and drainage systems and properly sealed at interfaces with wall and floor finishes.

36. RECEPTION AND DISPLAY FACILITIES

The Contractor shall supply and install the specified reception and display equipment, including:

- 1 No. approximately 1.5 m-long refrigerated display counter; and
- reception shelving approximately 2 m high.

All electrical and other service requirements shall be coordinated and included.

37. COORDINATION OF SERVICES

The Contractor shall assume overall responsibility for coordination of the multidisciplinary Works.

Particular attention shall be given to interfaces between:

- architectural and structural elements;
- electrical conduits and floor screeds;
- LPG piping and floor construction;
- ceilings and electrical lighting;
- ceilings and HVAC systems;
- ceilings and fire services;
- kitchen extraction systems and cooking equipment;
- kitchen equipment and LPG services;
- kitchen equipment and electrical services;
- kitchen equipment and water/drainage;
- refrigeration equipment and electrical services; and
- sanitary fittings and plumbing installations.

The Contractor shall identify and resolve clashes before installation.

No claim arising solely from inadequate coordination between the Contractor and its subcontractors shall be entertained.

38. BUILDERS' WORK IN CONNECTION WITH SERVICES

Unless expressly measured elsewhere, the Contractor shall allow for all builders' work necessary for completion of the services, including:

- drilling;
- chasing;
- coring;
- cutting;
- sleeves;
- openings;
- pockets;
- plinths;
- supports;
- brackets;
- sealing;
- fire stopping;
- waterproofing around penetrations;
- closing openings;
- plaster repairs;
- screed repairs;
- ceiling repairs;
- painting; and
- final making good.

All penetrations through fire-rated construction shall be appropriately fire stopped.

39. QUALITY CONTROL

The Contractor shall implement an approved Quality Control Plan covering all relevant construction activities.

The Contractor shall submit, where applicable:

- material approval submissions;
- product data sheets;

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- samples;
- shop drawings;
- method statements;
- inspection and test plans;
- manufacturer's certificates;
- concrete test results;
- pressure-test certificates;
- electrical test results;
- LPG test documentation;
- fire-system test records;
- HVAC commissioning results; and
- equipment commissioning sheets.

The Employer's Agent's inspection or approval shall not relieve the Contractor of responsibility for compliance with the Contract.

40. INSPECTION, TESTING AND COMMISSIONING

All installations shall be inspected, tested and commissioned before Practical Completion.

Testing shall include, where applicable:

- Electrical
 - continuity testing;
 - insulation resistance;
 - polarity;
 - earth continuity;
 - earth electrode resistance;
 - protective device operation;
 - functional testing; and
 - lightning-protection testing.
- Mechanical/HVAC
 - equipment operational tests;
 - refrigerant system testing;
 - condensate drainage testing;
 - airflow measurement;

- system balancing;
 - control testing;
 - noise and vibration checks; and
 - commissioning to specified duty points.
- Plumbing
 - water-pressure testing;
 - leak testing;
 - flushing;
 - drainage testing; and
 - operational testing of sanitary fixtures.
- Fire Services
 - hydrostatic pressure testing;
 - hydrant testing;
 - hose-reel testing;
 - valve testing;
 - booster connection verification; and
 - verification of firefighting equipment and signage.
- LPG
 - pressure testing;
 - gas-tightness testing;
 - regulator testing;
 - isolation-valve testing;
 - appliance connection testing;
 - operational testing; and
 - issue of the required statutory Certificate of Conformity.
- Kitchen Equipment
 - electrical operational testing;
 - LPG appliance testing;
 - water and drainage testing;
 - refrigeration performance testing;
 - safety-device testing; and
 - demonstration of equipment operation.

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

No installation shall be concealed before the applicable inspection and testing have been completed.

41. AS-BUILT INFORMATION AND OPERATION AND MAINTENANCE MANUALS

Prior to Practical Completion, the Contractor shall submit complete as-built information reflecting the actual installed Works.

As-built documentation shall include:

- architectural alterations;
- electrical reticulation;
- distribution boards and circuit schedules;
- mechanical/HVAC services;
- water reticulation;
- drainage;
- fire services;
- LPG reticulation;
- equipment locations; and
- all material deviations from the construction drawings.

Operation and Maintenance Manuals shall include:

- manufacturers' literature;
- operating instructions;
- maintenance requirements;
- recommended maintenance intervals;
- equipment schedules;
- spare-parts information;
- commissioning data;
- warranties;
- certificates; and
- contact details of relevant suppliers and installers.

42. TRAINING

The Contractor and relevant specialist subcontractors shall provide operational training to the Employer's nominated personnel.

Training shall cover, where applicable:

- HVAC operation;
- ventilation controls;
- kitchen appliances;
- LPG isolation and emergency procedures;
- fire-service equipment;
- solar water-heating equipment;
- refrigeration equipment;
- dishwasher operation; and
- routine maintenance requirements.

Training shall be completed before final handover.

43. PRACTICAL COMPLETION AND HANDOVER

The Works shall only be considered ready for Practical Completion when:

1. all permanent Works have been substantially completed;
2. all services are functional;
3. installations have been tested and commissioned;
4. statutory certificates have been obtained;
5. the facility is safe for occupation and intended use;
6. all construction debris has been removed;
7. the facility has been professionally cleaned;
8. major defects have been rectified;
9. as-built information has been submitted;
10. Operation and Maintenance Manuals have been submitted; and
11. the required training has been completed.

44. HANDOVER DOCUMENTATION

The Contractor shall provide, as applicable:

- Electrical Certificate of Compliance;
- LPG Certificate of Conformity;
- lightning-protection test certificate/report;
- fire-system pressure-test results;
- plumbing pressure-test records;

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- HVAC commissioning reports;
- ventilation balancing reports;
- manufacturers' commissioning certificates;
- equipment warranties;
- material guarantees;
- manufacturers' data sheets;
- approved shop drawings;
- as-built drawings;
- Operation and Maintenance Manuals;
- equipment schedules;
- training records;
- snag-list close-out documentation; and
- all other statutory and contractual documentation required for completion.

45. DEFECTS AND MAKING GOOD

The Contractor shall remain responsible for rectification of defects during the applicable Defects Liability/Notification Period prescribed under the Contract.

Any defect arising from defective materials, poor workmanship or non-compliant installation shall be rectified by the Contractor at its own cost.

Making good shall match the existing adjacent construction in material, level, texture, colour and finish.

46. COMPLETION REQUIREMENT

The Contractor shall deliver a complete multidisciplinary facility comprising all building alterations, finishes, electrical installations, mechanical installations, HVAC, ventilation, plumbing, drainage, fire protection, LPG installation, commercial kitchen equipment, training workstations, refrigeration equipment and associated ancillary works.

The Contractor's tender shall be deemed to include all items, accessories, fittings, connections, supports, controls, testing, commissioning, certificates and incidental work reasonably necessary to provide a **complete, safe, compliant and fully operational installation**, notwithstanding that every minor component may not be individually described in this Scope of Works or measured separately in the Bills of Quantities.

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

The completed Works shall comply with the Contract Documents, approved construction drawings, Bills of Quantities, applicable South African legislation and standards, local authority requirements and manufacturers' specifications.

The ultimate requirement of the Contract is the successful handover to Waterberg TVET College of a **fully refurbished, equipped, tested, commissioned, certified and operational facility fit for its intended educational and culinary training purposes**

CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTRE - Refer to Annexure A: BOQ (Bill of quantities) and Annexure B: Plans and Drawings

4. FUNCTIONALITY SCORING BASE ON PREDETERMINED CRITERIA AND WEIGHT

FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA

ITEM	DETAIL
Document	Functionality / Technical Evaluation Criteria
Project	Waterberg TVET College – Refurbishment and Fit-out Works
Maximum Functionality Score	100 Points
Minimum Qualifying Threshold	70 Points out of 100

4.1. FUNCTIONALITY EVALUATION

Bidders shall be evaluated on functionality prior to evaluation on Price and Specific Goals in accordance with the requirements stipulated in the Tender Data. The functionality assessment is intended to establish whether the Tenderer possesses the relevant experience, technical capability, personnel, resources and project execution methodology necessary to successfully execute the multidisciplinary Works.

The maximum score for functionality shall be 100 points. A Tenderer shall be required to achieve a minimum functionality score of 70 points out of 100 in order to proceed to the next stage of tender evaluation.

A Tenderer scoring less than 70 points shall be regarded as having failed to demonstrate the minimum technical capability required for execution of the Works and shall not be evaluated further, subject to the provisions of the Tender Data and applicable procurement requirements.

4.2 FUNCTIONALITY POINT ALLOCATION

NO.	FUNCTIONALITY CRITERION	MAXIMUM POINTS
1	Project Methodology, Execution Plan and Programme	25
2	Tenderer's Relevant Experience	30

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

3	Key Personnel and Technical Resources	35
4	Plant, Equipment and Construction Resources	10
	TOTAL	100

Minimum qualifying functionality score: 70/100 points

4.2.1 CRITERION 1: PROJECT METHODOLOGY, EXECUTION PLAN AND PROGRAMME

Maximum: 25 Points

The Tenderer shall submit a project-specific methodology demonstrating a clear understanding of the Works and explaining how the project will be executed, coordinated, tested, commissioned and handed over. Generic methodologies that merely reproduce the Scope of Works without demonstrating how the Tenderer intends to execute the project shall not receive maximum points.

Project-Specific Methodology – 15 Points

The methodology shall, as a minimum, address:

site establishment and mobilisation
 verification of existing site conditions and services
 demolition and alteration works
 building and finishing works
 electrical installations
 mechanical and HVAC installations
 plumbing and drainage
 fire protection installations
 LPG installation
 commercial kitchen equipment installation
 coordination of specialist subcontractors
 coordination of builders' work associated with services
 protection of existing College facilities and infrastructure
 management of interfaces between trades
 quality-control procedures
 health and safety considerations
 testing and commissioning
 statutory certification

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

snagging and defects rectification

final handover

SUBMISSION	POINTS
No methodology submitted	0
Generic methodology with little or no reference to the specific project	3
Basic methodology addressing some major construction activities but inadequate multidisciplinary coordination	6
Adequate project-specific methodology covering most major activities and interfaces	10
Comprehensive project-specific methodology demonstrating sound understanding of all major trades, interfaces, quality control, testing and commissioning	13
Exceptional, comprehensive and fully integrated methodology demonstrating detailed sequencing, multidisciplinary coordination, risk management, testing, commissioning and handover arrangements	15

Construction Programme – 10 Points

The Tenderer shall submit a detailed construction programme in bar-chart, Gantt chart or equivalent acceptable format. The programme shall clearly indicate the principal work activities, logical dependencies, sequencing and critical milestones, including:

commencement and mobilisation

site establishment

demolition

civil/building alterations

masonry

plastering

ceilings

floor finishes

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

doors and windows
 painting
 plumbing and drainage
 electrical installations
 HVAC
 ventilation
 fire services
 LPG installation
 commercial kitchen equipment
 testing and commissioning
 statutory inspections/certification
 snagging
 Practical Completion
 handover

SUBMISSION	POINTS
No programme submitted	0
Programme submitted but does not adequately correspond with the project	2
Basic programme showing principal construction activities	4
Detailed programme showing activities, sequencing and milestones	7
Comprehensive programme showing all major trades, dependencies, multidisciplinary interfaces, testing, commissioning and handover milestones	10

4.2.2 CRITERION 2: TENDERER'S RELEVANT EXPERIENCE

Maximum: 30 Points

The Tenderer shall demonstrate previous successful experience in projects of a similar nature, complexity and multidisciplinary scope. For purposes of this evaluation, a similar project shall mean the construction, refurbishment, alteration, upgrading or fit-out of a public, institutional, educational, commercial, hospitality, training or comparable building facility incorporating building

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

works together with significant electrical and/or mechanical building services. Projects incorporating commercial kitchens, HVAC, fire services, plumbing, LPG installations or comparable specialist services shall be considered particularly relevant. Only projects completed within the last ten (10) years shall be considered.

RELEVANT SUCCESSFULLY COMPLETED PROJECTS	POINTS
No qualifying similar project	0
One (1) similar project	8
Two (2) similar projects	15
Three (3) similar projects	23
Four (4) or more similar projects	30

Mandatory Supporting Evidence for Experience Claims

For each project claimed, the Tenderer shall provide sufficient documentary evidence comprising:

appointment letter, purchase order or contract award

completion certificate, Practical Completion certificate or equivalent evidence of successful completion

contactable client/employer reference

The documentation should clearly identify the employer/client, project name, description and scope, contract value, commencement and completion dates, Tenderer's role, and employer/client contact details. Where insufficient documentary evidence is provided to substantiate a claimed project, that project shall not be considered for functionality points. The Employer reserves the right to contact any reference supplied by the Tenderer to verify the information submitted.

4.2.3 CRITERION 3: KEY PERSONNEL AND TECHNICAL RESOURCES

Maximum: 35 Points

The Tenderer shall demonstrate that suitably qualified and experienced personnel will be available for the execution and coordination of the Works. CVs shall clearly indicate full name, proposed position, qualifications, professional registration where applicable, total years of experience, relevant project experience, current employer and experience relevant to the proposed Works. Copies of qualifications and applicable professional registrations shall be submitted.

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

Contracts / Project Manager – 10 Points

The proposed Contracts Manager or Project Manager shall have suitable construction/project-management qualifications and experience in managing multidisciplinary building or refurbishment projects. Suitable qualifications may include Civil Engineering, Construction Management, Building, Quantity Surveying, Project Management or another relevant built-environment discipline. Professional registration with ECSA, SACPCMP or another applicable statutory built-environment council, where appropriate to the person's discipline, shall be advantageous.

RELEVANT EXPERIENCE	POINTS
CV/qualification not submitted or less than 3 years relevant experience	0
3 to less than 5 years relevant experience	4
5 to less than 8 years relevant experience	7
8 years or more relevant experience, with demonstrated multidisciplinary project experience	10

Site Agent / Construction Manager – 8 Points

The proposed Site Agent/Construction Manager shall possess an appropriate qualification in construction, building, civil engineering or another relevant discipline and shall demonstrate experience in building refurbishment and multidisciplinary construction.

RELEVANT EXPERIENCE	POINTS
CV/qualification not submitted or less than 3 years relevant experience	0
3 to less than 5 years	3
5 to less than 8 years	6
8 years or more	8

General Foreman – 5 Points

The proposed General Foreman shall demonstrate appropriate experience in building construction, refurbishment and coordination of construction trades. Recognised artisan qualifications, trade certificates or construction training shall be considered.

RELEVANT EXPERIENCE	POINTS
No CV submitted or less than 3 years relevant experience	0
3 to less than 5 years	2
5 to less than 8 years	4
8 years or more	5

Electrical Specialist / Electrician – 4 Points

The Tenderer shall demonstrate access to suitably qualified and registered electrical personnel capable of executing, testing and certifying the electrical installation. Evidence shall include relevant qualifications/registration applicable to the proposed role and a CV demonstrating relevant building electrical installation experience.

SUBMISSION	POINTS
No suitable electrical resource identified	0
Suitable resource identified but incomplete supporting documentation	2
Suitably qualified/registered electrical resource with relevant experience and complete supporting evidence	4

Mechanical / HVAC Specialist – 4 Points

The Tenderer shall identify suitably qualified and experienced personnel or a specialist subcontractor responsible for HVAC and mechanical ventilation installations.

SUBMISSION	POINTS
No suitable resource identified	0

Resource identified but limited evidence of relevant experience/capability	2
Suitably qualified/experienced specialist with demonstrated HVAC/mechanical building-services experience	4

LPG / Fire Services Specialist Resources – 4 Points

The Tenderer shall demonstrate access to competent specialist resources for the LPG and fire-services portions of the Works. Appropriate statutory registrations/certifications applicable to the work shall be provided where required.

SUBMISSION	POINTS
No specialist resources identified	0
Specialist resources identified but supporting information incomplete	2
Appropriate competent specialist resources identified with relevant supporting registrations/certifications and experience	4

4.2.4 CRITERION 4: PLANT, EQUIPMENT AND CONSTRUCTION RESOURCES

Maximum: 10 Points

The Tenderer shall submit a schedule of plant, equipment, tools and other resources proposed for execution of the Works. The schedule shall identify whether the equipment is owned by the Tenderer or hired/leased. For owned major plant, reasonable proof of ownership shall be submitted where applicable. For hired major plant/equipment, a letter of intent or confirmation from the proposed plant hire company should be provided.

The Tenderer should demonstrate access to equipment appropriate to the project, which may include:

transport vehicles
concrete mixing/placing equipment
compaction equipment
demolition equipment
scaffolding and access equipment

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

cutting and drilling equipment
welding equipment
electrical testing equipment
plumbing pressure-testing equipment
HVAC testing/commissioning equipment
LPG testing equipment
ladders and mobile access equipment
generators where required
general construction tools and equipment

SUBMISSION	POINTS
No plant/equipment schedule submitted	0
Limited equipment schedule, insufficient for the proposed Works	3
Adequate equipment schedule covering the principal construction activities	6
Comprehensive equipment schedule with reasonable evidence of ownership/access to equipment required for the Works	10

4.3 SUMMARY OF FUNCTIONALITY SCORING

CRITERION	MAXIMUM POINTS
1. Project Methodology, Execution Plan and Programme	25
1.1 Project-specific methodology	15
1.2 Construction programme	10
2. Tenderer's Relevant Experience	30
3. Key Personnel and Technical Resources	35
3.1 Contracts/Project Manager	10
3.2 Site Agent/Construction Manager	8
3.3 General Foreman	5
3.4 Electrical Specialist/Electrician	4

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

3.5 Mechanical/HVAC Specialist	4
3.6 LPG/Fire Services Specialist Resources	4
4. Plant, Equipment and Construction Resources	10
TOTAL FUNCTIONALITY POINTS	100

MINIMUM FUNCTIONALITY THRESHOLD: 70 POINTS OUT OF 100

4.4 GENERAL CONDITIONS APPLICABLE TO FUNCTIONALITY EVALUATION

1. Points shall only be awarded for information and supporting documentation submitted with the tender where the Tender Documents require such information to accompany the bid.
2. Tenderers shall ensure that all information submitted is complete, legible and capable of verification.
3. The Employer may verify qualifications, professional registrations, project references and other information submitted by a Tenderer, subject to the procurement rules applicable to the tender.
4. Experience claimed without adequate supporting documentation shall not receive the applicable functionality points.
5. The same project shall not be counted more than once under the Tenderer's experience criterion.
6. Personnel proposed for evaluation shall be the personnel intended for deployment on the project. Replacement after award shall be subject to the Employer's approval and the replacement shall possess qualifications and experience equal to or better than those of the person evaluated.
7. Where specialist subcontractors are proposed for electrical, HVAC, fire-protection or LPG works, the Tenderer shall clearly identify such subcontractors/resources and provide the information required by the Tender Documents.
8. Professional registrations and statutory certifications shall be valid at the tender closing date where the Tender Documents require them to be valid at that stage.
9. Failure to achieve the prescribed minimum functionality threshold shall render the tender ineligible for further evaluation, subject to the procurement framework and Tender Data applicable to the procurement.
10. The functionality requirements shall be read together with the Scope of Works, Bills of Quantities, drawings, specifications, Tender Data and all other Contract Document.

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

5. STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY TENDERER

CURRENT TENDER DETAILS	
TENDER NUMBER:	
TENDER DESCRIPTION :	

TENDERERS MUST STATE PARTICULARS OF THE WORK/SUPPLIES SUCCESSFULLY CARRIED OUT/DELIVERED				
CLIENT	LAND LINE TELEPHONE NO.	NATURE OF WORKS	VALUE OF WORKS FOR WHICH TENDERER WAS DIRECTLY RESPONSIBLE	YEAR COMPLETED/ SUPPLIED

If the space provided above is insufficient for all the information, the Tenderer should furnish the information separately.

TENDERER'S DULY AUTHORISED SIGNATORY

DATE

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

6. DECLARATION OF SOLVENCY / LIQUIDITY / OWNERSHIP

I / We the under-mentioned in my / our capacity as indicated hereby declare that I am / we are not insolvent nor have been liquidated or any steps in this regard have been taken or are pending against me / us. I / We further declare that I / We have not been part of an entity which was liquidated in the last five (5) years. We further confirm that the directors listed in our registration documents are a true relection of our equity ownership.

FULL NAME(S)	IDENTITY NUMBER	CAPACITY	SIGNATURE
1.			
2.			
3.			
4.			
5.			

THUS DONE and SIGNED AT _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES)

1. _____

2. _____

WITNESESSES

1. _____

2. _____

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

7. SBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR GOODS/SERVICES AS SITED HEREUNDER					
BID NUMBER:	WTVETC/202601	CLOSING DATE:	01/10/2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR THE CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTRE - CIDB GRADING 4GB OR HIGHER				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS)</i>					
WATERBERG TVET COLLEGE CENTRAL OFFICE					
CNR HOOGE AND TOTIUS STREET					
MOKOPANE					
0600					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR NAME:	
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERECNE POINTS FOR B-BBEE			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

TENDER RELATED ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	WATERBERG TVET COLLEGE

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

CONTACT PERSON	Ms. HMG MAKHURUPETJI
TELEPHONE NUMBER	015 492 9040
E-MAIL ADDRESS	scm@waterbergcollege.co.za
TECHNICAL RELATED ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	WATERBERG TVET COLLEGE
CONTACT PERSON	Ms. HMG MAKHURUPETJI
TELEPHONE NUMBER	015 492 9040
E-MAIL ADDRESS	scm@waterbergcollege.co.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED <u>OR</u> ONLINE) 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORNAFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

3.5. IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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.

SIGNATURE OF BIDDER:

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

DATE:

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

8. SBD 4: DECLARATION OF INTEREST

8.1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

8.1.1. the bidder is employed by the state; and/or

8.1.2. the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

8.2.1. FULL NAME OF BIDDER OR HIS OR HER REPRESENTATIVE:

8.2.2. IDENTITY NUMBER:

8.2.3. POSITION OCCUPIED IN THE COMPANY (DIRECTOR, SHAREHOLDER ETC):

8.2.4. COMPANY REGISTRATION NUMBER:

8.2.5. TAX REFERENCE NUMBER:

8.2.6. VAT REGISTRATION NUMBER:

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

* “State” means –

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

8.2.7. Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

8.2.8. If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected: Position occupied in the state institution:

Any other particulars:

8.2.9. Did you or your spouse, or any of the company’s directors / shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

If so, furnish particulars:

8.2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐ NO

8.2.11. If so, furnish particulars.

8.2.12. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐ NO

If so, furnish particulars.

8.2.13. Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

☐ YES ☐ NO

8.2.14. If so, furnish particulars:

DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 9.2 TO 9.2.14 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE
FALSE.

SIGNATURE

DATE

POSITION

NAME OF BIDDER

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE
INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

9. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION, 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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- 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:

$$i) \quad \begin{array}{cc} \text{80/20} & \text{or 90/10} \end{array}$$

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\max}$ = 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.

iii) **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)
Small and Medium Enterprises	3	6		
Women	2	4		
Youth	2	4		
People with disabilities	1	2		
Locality Limpopo Province (Waterberg and Capricorn District)	2	4		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

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:

- iv) The information furnished is true and correct;
- v) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vi) 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;
- vii) 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:
.....
.....
.....

10. SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

10.1. This Standard Bidding Document must form part of all bids invited.

10.2. It serves as a declaration to be used by institutions 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.

10.3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:

10.3.1. Abuse the institution's Supply Chain Management System;

10.3.2. Committed fraud or any other improper conduct in relation to such system; or

10.3.3. Failed to perform on any previous contract

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

Item	Question	Yes	No
1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
1.2	If so, furnish particulars:		

Item	Question	Yes	No
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
2.1	If so, furnish particulars: _____ _____		
3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
3.1	If so, furnish particulars: _____ _____		
4.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐	☐
4.1	If so, furnish particulars: _____ _____		

10.5. CERTIFICATION

I, THE UNDERSIGNED (FULL NAME (S)) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.

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

NAME OF BIDDER

POSITION

SIGNATURE

DATE

11. SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 11.1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 11.2. Section 4 (1) (b) (iii) of the Competition Act. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a pe se prohibition meaning that is cannot be justified under any grounds.
- 11.3. Treasury Regulation 16A (9) prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the Supply Chain Management systems and authorizes accounting officers and accounting authorities to:
 - 11.3.1. Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's Supply Chain Management System and or committed fraud or any other improper conduct in relation to such system.
 - 11.3.2. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 11.4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 11.5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:
 - 11.5.1. Includes price quotations, advertised competitive bids, limited bids and proposals.
 - 11.5.2. Bid rigging (or collusive bidding) occurs when business, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, THE UNDERSIGNED, IN SUBMITTING THE ACCOMPANYING BID:

(BID NUMBER AND DESCRIPTION)

IN RESPONSE TO THE INVITATION FOR THE BID MADE BY:

(NAME OF INSTITUTION)

DO HEREBY MAKE THE FOLLOWING STATEMENTS THAT I CERTIFY TO BE TRUE AND COMPLETE IN EVERY RESPECT:

I certify, on behalf of:

(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 authorised 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 purpose 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 the 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 as arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER

- 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 services 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 has been no consultation, 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.
- a. Joint venture of 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.
- 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.

NAME OF BIDDER

POSITION

SIGNATURE

DATE

12. NATIONAL TREASURY GOVERNMENT PROCUREMENT – GENERAL CONDITIONS OF CONTRACT (REVISED JULY 2010)

TABLE OF CLAUSES

- DEFINITIONS
- APPLICATION
- GENERAL
- STANDARDS
- USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION
- PATENT RIGHTS
- PERFORMANCE SECURITY
- INSPECTIONS, TESTS AND ANALYSIS
- PACKING
- DELIVERY AND DOCUMENTS
- INSURANCE
- TRANSPORTATION
- INCIDENTAL SERVICES
- SPARE PARTS
- WARRANTY
- PAYMENT
- PRICES
- CONTRACT AMENDMENTS
- ASSIGNMENTS
- SUBCONTRACTS
- DELAYS IN THE SUPPLIER'S PERFORMANCE
- PENALTIES
- TERMINATION FOR DEFAULT
- DUMPING AND COUNTERVAILING DUTIES
- FORCE MAJEURE
- TERMINATION FOR INSOLVENCY
- SETTLEMENT OF DISPUTES
- LIMITATION OF LIABILITY
- GOVERNING LANGUAGE
- APPLICABLE LAW
- NOTICES

**TENDER NO: WTVETC/202601: APPOINTMENT OF A CIDB REGISTERED CONTRACTOR FOR CONVERSION OF OLD CENTRAL OFFICE
INTO A CHEF'S TRADE TEST CENTER - CIDB GRADING 4GB OR HIGHER**

- TAXES AND DUTIES
- NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)
- PROHIBITION OF RESTRICTIVE PRACTICES

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to Government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regards to the rights and obligations of all parties involved in doing business with Government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- (i) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (ii) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

12.1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 12.1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 12.1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 12.1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 12.1.4. **“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.
- 12.1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 12.1.6. **“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.

- 12.1.7. **“Day”** means calendar day.
- 12.1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 12.1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 12.1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 12.1.11. **“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.
- 12.1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 12.1.13. **“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 included 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.
- 12.1.14. **“GCC”** means the General Conditions of Contract.
- 12.1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 12.1.16. **“Imported content”** means that portion of the bidding price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 12.1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacturer does take place.
- 12.1.18. **“Manufacture”** means the production of products in a factory using labour, materials,

components and machinery and includes other related value-adding activities.

- 12.1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 12.1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 12.1.21. **“Purchaser”** means the organization purchasing the goods.
- 12.1.22. **“Republic”** means the Republic of South Africa.
- 12.1.23. **“SCC”** means the Special Conditions of Contract.
- 12.1.24. **“Services”** mean those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 12.1.25. **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

12.2. APPLICATION

- 12.2.1. These general conditions are applicable to all bids, contracts and orders including the 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.
- 12.2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 12.2.3. Where such special conditions of contract are also laid down to cover specific supplies, services or works.

12.3. GENERAL

- 12.3.1. 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.
- 12.3.2. 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

12.4. STANDARDS

- 12.4.1. The goods supplies shall conform to the standards mentioned in the bidding documents and specifications.

12.5. USE OF CONTACT DOCUMENTS AND INFORMATION INSPECTION

- 12.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed persona shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 12.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any documents or information mentioned in GCC clause 13.5.1 except for purposes of performing the contract.
- 12.5.3. Any documents, other than the contract itself mentioned in GCC clause 13.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 12.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

12.6. PATENT RIGHTS

- 12.6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from us of the goods or any part thereof by the purchaser.

12.7. PERFORMANCE SECURITY

- 12.7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 12.7.2. The proceeds of the performance security shall be payable to the purchaser as

compensations for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

12.7.3.1. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or

12.7.3.2. abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

12.7.3.3. A cashier's or certified cheque

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

12.8. INSPECTION, TESTS AND ANALYSES

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

12.8.2. 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 premise of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

12.8.3. 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.

12.8.4. If the inspections, tests, and analyses referred to in clause 13.8.2 and 13.8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspection, tests, and analyses shall be defrayed by the purchaser.

12.8.5. Where the supplies or services referred to in clauses 13.8.2 and 13.8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections tests or analyses shall be defrayed by the supplier.

12.8.6. Supplies and services which are referred to in clauses 13.8.2 and 13.8.3 and which do

not comply with the contract requirements may be rejected.

- 12.8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 12.8.8. The provisions of clauses 13.8.4 to 13.8.7 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.

12.9. PACKING

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

12.10. DELIVERY AND DOCUMENTS

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

12.11. INSURANCE

- 12.11.1. The goods supply 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.

12.12. TRANSPORTATION

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

12.13. INCIDENTAL SERVICES

- 12.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 12.13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 12.13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 12.13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 12.13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 12.13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operations, maintenance, and/or repair of the supplied goods.
- 12.13.2. Prices charged by the supplier for incidental services, if not included in the contract price or the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

12.14. SPARE PARTS

- 12.14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier.

- 12.14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- 12.14.1.2. In the event of termination of production of the spare parts:
- (a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

12.15. WARRANTY

- 12.15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 12.15.2. 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 of place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 12.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

12.16. PAYMENT

- 12.16.1. The method and conditions of payment to be made to the supplier under this contract

shall be specified in SCC.

- 12.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the
- 12.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 12.16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

12.17. PRICES

- 12.17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

12.18. CONTRACT AMENDMENTS

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

12.19. ASSIGNMENT

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

12.20. SUBCONTRACTS

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

12.21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 12.21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 12.21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the

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

- 12.21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial departments, or a local authority.
- 12.21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 12.21.5. Except as provided under GCC Clause 13.25, a delay by the supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 13.22, unless an extension of time is agreed upon pursuant to GCC Clause 13.21.2 without the application of penalties.
- 12.21.6. Upon any delay beyond the delivery period in the case of a supplier 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 supplies in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

12.22. PENALTIES

- 12.22.1. Subject to GCC Clause 13.25, if the supplier fails to delivery any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 13.23

12.23. TERMINATION FOR DEFAULT

- 12.23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- 12.23.1.1. If the supplier fails to delivery 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 13.21.2;
- 12.23.1.2. If the supplier fails to perform any other obligation(s) under the contract; or
- 12.23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 12.23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 12.23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 12.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 12.23.5. 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.
- 12.23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 12.23.6.1. The name and address of the supplier and / or person restricted by the purchaser;
 - 12.23.6.2. The date of commencement of the restriction;
 - 12.23.6.3. The period of restriction; and
 - 12.23.6.4. The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 12.23.7. 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.

12.24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

12.25. FORCE MAJEURE

- 12.25.1. Notwithstanding the provisions of GCC Clauses 13.22 and 13.23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligation under the contract is the result of an event of force majeure.
- 12.25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

12.26. TERMINATION FOR INSOLVENCY

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

12.27. SETTLEMENT OF DISPUTES

- 12.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 12.27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 12.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 12.27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 12.27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- 12.27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 12.27.5.2. The purchaser shall pay the supplier any monies due the supplier.

12.28. LIMITATION OF LIABILITY

- 12.28.1. Except in cases of criminal negligence or will full misconduct, and in the case of infringement pursuant to Clause 13.6;
- 12.28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- 12.28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

12.29. GOVERNING LANGUAGE

- 12.29.1. 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.

12.30. APPLICABLE LAW

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

12.31. NOTICES

- 12.31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 12.31.2. 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

12.32. TAXES AND DUTIES

- 12.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 12.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 12.32.3. 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.

12.33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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

12.34. PROHIBITION OF RESTRICTIVE PRACTICES

- 12.34.1. 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 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).
- 12.34.2. 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.
- 12.34.3. 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 to 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.

I ACCEPT / DO NOT ACCEPT the general condition of contracts

NAME OF BIDDER

POSITION

SIGNATURE

DATE

ANNEXURE A: BILL OF QUANTITIES (BOQ)

ANNEXURE B: PLANS AND DRAWINGS