

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF PUBLIC WORKS**



**KWAZULU-NATAL PROVINCE**  
**PUBLIC WORKS**  
**REPUBLIC OF SOUTH AFRICA**

**QUOTATION DOCUMENT**

**SERVICE DESCRIPTION :**

**DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM  
PARKHOME (RESIDENTIAL)**

**Employer:**

Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)

KZN Department of Public Works  
Private Bag X004  
**MTUBATUBA**  
3935

**Contact :**

**Project Leader:**  
**Telephone number:**  
**WIMS No.:**  
**Quotation Number:**  
**CIDB Registration Number:**

Miss. S.P. Sithole  
035 - 550 0133  
076142  
UM3228U

**Central Suppliers Database No.:**  
**CIDB GRADE:**

2GB or HIGHER

**Regional \ District Office:**

Umkhanyakude Sub-District  
55D Fiddlewood Lane, Riveview R  
**Mtubatuba**  
3935  
Tel No: 035 - 550 0133  
Fax No: 035 - 550 1524

Contract Period 90 Calendar days

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "F" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

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BEDROOM PARKHOME (RESIDENTIAL)****TABLE OF CONTENTS****THE QUOTATION**

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**IMPORTANT NOTICE TO BIDDERS**

These forms are for internal and external use for the Department of Public Works, Province of KwaZulu-Natal.

The Total (Including Value Added Tax) on the Pricing Schedule must be carried to the "Offer" part only of the Form of Offer and Acceptance - C1.1

"Enterprise" shall mean the legal Quoting Entity or Bidder who, on acceptance of the Offer, would become the contractor

## PART T1: QUOTATION PROCEDURES

### T1.1 Bid Notice and Invitation to Quote

**THE KZN DEPARTMENT OF PUBLIC WORKS INVITES QUOTATIONS FOR THE PROVISION OF:**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Contract period</b>	<b>90 Calendar days</b>
<b>Advertisement date:</b>	<b>Friday, 18 June 2021</b>	<b>Closing date:</b>	<b>Friday, 16 July 2021</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 Calendar Days</b>

It is estimated that Bidders should have a CIDB contractors grading designation of 2GB or Higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<input checked="" type="checkbox"/>	<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (2GB or Higher) and satisfy the criterion stated in the Quotation Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>)</p> <p>All Bidders should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Bidder with a PE status can be considered if 2GB or Higher is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.</p>
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**Only Bidders who are responsive to the following responsiveness criteria are eligible to submit Quotations:**

**Bidders registered on the Eyesizwe Contractor Development Programme are eligible to submit quotations.**

<input checked="" type="checkbox"/>	Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Quoted for a 2GB or Higher, class of construction work, are eligible to submit quotes. Quotation values in close proximity to the limit of a Quotation value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulations.
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit Quotations provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the 2GB or Higher, class of construction work.</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum Quoted for a 2GB or Higher, class of construction work.</li> </ol>
<input checked="" type="checkbox"/>	Quotation document must be properly received on or before the Quotation closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Quotation).
<input checked="" type="checkbox"/>	Authority to sign Quote.
<input checked="" type="checkbox"/>	Financial Standing and other Resources of Business Declaration
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules.
<input checked="" type="checkbox"/>	Site Inspection Certificate.

<input checked="" type="checkbox"/>	Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing.
<input checked="" type="checkbox"/>	Complete Schedule of rates is to be submitted on the day of the Quotation closing date.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner
<input checked="" type="checkbox"/>	Proof of Paid Municipal Rates and Taxes.
<input checked="" type="checkbox"/>	Proof of UIF Registration.
<input checked="" type="checkbox"/>	Contractors Health & Safety Declaration.
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire.

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

NAME OF BIDDER: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER CODE : \_\_\_\_\_ NUMBER: \_\_\_\_\_

CELLPHONE NUMBER: \_\_\_\_\_

FACSIMILE NUMBER CODE : \_\_\_\_\_ NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA YES ☐ or NO ☐

SARS E - FILING.

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? YES ☐ or NO ☐

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[Tick Applicable Box]

An Accounting Officer as contemplated in the Close Corporations Act (CCA) ☐

A Verification Agency Accredited by the South African Accreditation System (SANAS); OR ☐

A Registered Auditor ☐

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES ☐ or NO ☐

This quote will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: National Treasury Instruction No 4 of 2015/2016: Standard for Infrastructure Procurement and Delivery Management.

☒ 80/20 Preference point scoring system

<b>Price / Preference:</b>	
Price and :	80
Preference:	20
<b>Total must equal (100%):</b>	<b>100</b>

Preference point scoring system will be based on the following points:

<b>Preference points system:</b>			
Preferences are offered to Bidder's who have attained the following B-BBEE status level of contributor in accordance with the table below:			
<b>1. B-BBEE Status Level of Contributor</b>		<b>Number of Points</b>	
(a)	Level 1	20	Points
(b)	Level 2	18	Points
(c)	Level 3	14	Points
(d)	Level 4	12	Points
(e)	Level 5	8	Points
(f)	Level 6	6	Points
(g)	Level 7	4	Points
(h)	Level 8	2	Points
(i)	Non-compliant contributor	0	Points
<b>Total of Price and Preference must not exceed 100 points</b>		<b>100</b>	<b>Points</b>

**Notes:**

- 1 The successful bidder will be required to fill in and sign a written Contract Form (SBD 7) form.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of 80/20 preference points scoring system, as reflected in clause F3.11 of the **Quotation Data**, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The bid box is open during official working hours.
- 5 All Bids must be submitted on the official forms – (Not to be re-typed)
- 6 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE JBCC Series 2000 Edition 4 Minor Works (August 2007) Conditions of contract AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 (A B-BBEE status level verification certificate must be submitted in order to qualify for PREFERENCE POINTS)

**COLLECTION OF QUOTATION DOCUMENTS:**

Quotation documents may be collected during working hours at the following address :

**KZN Department of Public Works Lot 55d Fiddlewood Lane, Mtubatuba at the time indicated on T1.1 Bid Notice and Invitation to Quote**

Documents may be collected during working hours between 07h30 and 16h00.

**BRIEFING MEETING**

A Compulsory pre-Quotation briefing meeting with representatives will take place at:

**Not Available**

on: **Not Available**

**QUERIES RELATED TO QUOTATION DOCUMENTS MAY BE ADDRESSED TO:**

<b>DOPW Project Leader:</b>	Miss. S.P. Sithole	<b>Telephone no:</b>	035 - 550 0133
<b>Cell no:</b>	0609804601	<b>Fax no:</b>	035 - 550 1524
<b>E-mail:</b>	Sindi.Sithole@kznworks.gov.za		

**QUERIES RELATED TO TECHNICAL ISSUES MAY BE ADDRESSED TO:**

<b>DOPW Project Leader:</b>	Miss. S.P. Sithole	<b>Telephone no:</b>	035 - 550 0133
<b>Cell no:</b>	0609804601	<b>Fax no:</b>	035 - 550 1524
<b>E-mail:</b>	Sindi.Sithole@kznworks.gov.za		

**QUERIES RELATED TO SAFETY, HEALTH AND ENVIRONMENTAL ISSUES MAY BE ADDRESSED TO:**

<b>Safety Officer:</b>	Zandile Macuacua	<b>Telephone no:</b>	035 - 874 3161
<b>Cell no:</b>	0799582376	<b>Fax no:</b>	035 - 874 3357
<b>E-mail:</b>	Zandile.Maphumulo@kznworks.gov.za		

**DEPOSIT / RETURN OF QUOTATION DOCUMENTS:**

Telegraphic, telephonic, telex, facsimile, electronic and / or late Quotations will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the **Tender Data document**.

All Quotation documents must be submitted on the official forms - (not to be re-typed)

**TENDER DOCUMENTS MAY BE:****POSTED TO:**

Regional Manager  
KZN Department of Public Works  
Umkhanyakude Sub-District  
Mtubatuba  
3935

Attention: Pre-Bid and Adjudication Division

OR

**DEPOSITED IN THE Quotation BOX AT:**

Department of Public works - UMKhanyakude Sub-  
**Umkhanyakude Sub-District**

KZN Department of Public Works Lot 55d Fiddlewood  
Lane, Mtubatuba at the time indicated on T1.1 Bid Notice  
and Invitation to Quote

3935

**T1.2 QUOTATION DATA**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Project Code:</b>	<b>076142</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Closing date:</b>	<b>16 July 2021</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 Calendar Days</b>
<b>Clause number:</b>			
	<p>The conditions of Quotation are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 751 published in Government Gazette No. 27831 of 22 July 2005 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>). Refer to Conditions of Quotation as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Tender.</p> <p>The Joint Building Contracts Committee (JBCC's Minor Works - 4th Edition) agreements will apply and any clauses referred to will be prefixed with JBCC.</p> <p>The conditions of quotation are also subject to the Treasury Regulations 16A and the KwaZulu Natal Supply Chains Management Policy Framework.</p> <p>The reference to the word "Tender" in the Standard Condition of Tender shall be construed to mean "Quotation".</p>		
<b>F.1.1</b>	The employer is the Head: Public Works (Department of Public Works-Province of KwaZulu-Natal)		
<b>F.1.2</b>	<p>The quotation documents issued by the employer comprise:</p> <p><b>Part 1: Quotation procedures</b></p> <p>T1.1 Bid Notice and Invitation to Quote</p> <p>T1.2 Quotation Data</p> <p>T1.3 Annexure F - Standard Conditions of Tender</p> <p>T1.4 Annexure to Notice and Invitation to Quote</p> <p><b>Part 2: Returnable documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Compulsory Enterprise Questionnaire.</p> <p>T2.3 Authority to sign Quote.</p> <p>T2.4 Financial Standing and other Resources of Business Declaration</p> <p>T2.5 Equipment Schedules applicable</p> <p>T2.6 Contractors Health &amp; Safety Declaration.</p> <p>T2.7 Site Inspection Certificate.</p> <p>T2.8 Proof of UIF Registration.</p> <p>T2.9 Preference Certificate</p> <p>T2.10 Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing.</p> <p>T2.11 Proof of Paid Municipal Rates and Taxes.</p> <p>T2.12 Proof of good standing with the Compensation Commissioner</p> <p>T2.13 Certificate of Independent Bid Determination - SBD 9</p> <p>T2.14 Contract Form - Purchase of Goods/Works-Part 1</p> <p>T2.15 Contract Form - Purchase of Goods/Works-Part 2</p> <p>T2.16 Declaration of interest - SBD 4</p> <p>T2.17 Declaration of Bidder's past Supply Chain Management Practices - SBD 8</p> <p>T2.18 Client's Specific requirement for the Contractor's detailed OHS plan</p> <p>T2.19 Base Line Risk Assessment</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p>		



<b>Quotation no: UM3228U</b>													
<b>Part C2: Pricing Data</b>													
C2.1	Pricing Instructions												
C2.2	Pricing Schedule												
C2.3	Preliminary and General - EPWP (If applicable)												
C2.4	Preliminary and General - EPWP Beneficiary (If applicable)												
<b>Part C3: Scope of Works</b>													
C3.1	Scope of Works												
C3.2	Specifications for HIV/STI Awareness												
C3.3	HIV/STI Compliance Report												
C3.4	EPWP Scope of Works (If Applicable)												
<b>Part C4: Site Information</b>													
C4.1	Site Information												
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Annexure 10	EPWP Employment Contract												
Annexure 6	Occupational Health and Safety Specification												
<b>F.1.4</b>	<p>The Employer's agent is:</p> <table border="1"> <tr> <td>Name:</td> <td>Miss. S.P. Sithole</td> </tr> <tr> <td>COLLECTION OF</td> <td>Project Leader</td> </tr> <tr> <td>Address:</td> <td>Umkhanyakude Sub-District , Mtubatuba , 3935</td> </tr> <tr> <td>Tel:</td> <td>035 - 550 0133</td> </tr> <tr> <td>Fax:</td> <td>035 - 550 1524</td> </tr> <tr> <td>E-mail:</td> <td>Sindi.Sithole@kznworks.gov.za</td> </tr> </table> <p>The second sentence shall read "Communication can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"</p>	Name:	Miss. S.P. Sithole	COLLECTION OF	Project Leader	Address:	Umkhanyakude Sub-District , Mtubatuba , 3935	Tel:	035 - 550 0133	Fax:	035 - 550 1524	E-mail:	Sindi.Sithole@kznworks.gov.za
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E-mail:	Sindi.Sithole@kznworks.gov.za												
<b>F.1.6</b>	Proposal procedure using the two stage - system												
<b>F.2.1</b>	Only those Bidders who are registered with CIBD or who are capable of being so prior to the evaluation of submissions in a 2GB or Higher class of construction and are registered with the CIDB are eligible to submit quotations. Bidders must also be registered on the Central Suppliers Database.												
<b>F.2.2</b>	The employer <b>will not</b> compensate the tenderer for any costs incurred in the preparation and submission of a quotation offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.												
<b>F.2.7</b>	<p>The arrangements for a Compulsory Pre-Quotation Meeting are:</p> <p><b>Location and Time:</b> Not Available</p> <p><b>Date:</b> Not Available</p> <p>The Bidder is required to sign the attendance register.</p>												

<b>Quotation no: UM3228U</b>	
<b>F.2.10.3</b>	The Bidders must provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
<b>F.2.11</b>	The Bidder must not make any alterations or additions to the quotation documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations. Erasures and the use of the masking fluid are prohibited.
<b>F2.12</b>	Alternative Offers may not be considered
<b>F.2.13.1</b>	To provide the whole of the Works as per the Scope including Electrical
<b>F.2.13.5</b>	The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are as per <b>T1.1 Bid Notice and Invitation to Quote</b> .
<b>F.2.15</b>	The closing time for submission of Quotation offers is as per <b>T1.1 Bid Notice and Invitation to Quote</b> .  Telephonic, telegraphic, telex, facsimile or emailed quotation offers will not be accepted.
<b>F.2.16</b>	The quotation offer validity period is 84 calendar days.
<b>F.2.16.2</b>	The Bidder must, if requested by the employer, consider extending the validity period stated in the Quotation Data for an agreed additional period.
<b>F.2.17</b>	The Bidder must provide clarification of a quotation offer in response to a request to do so from the employer during the evaluation of Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the quotation offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.
<b>F.2.23</b>	The Bidder is required to submit with this quotation a Certificate of Contractor Registration issued by CIDB or a copy of the application for registration (Form F006) and Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
<b>F.3.3</b>	Quotation offers received after the closing time stated on the Quotation Data, must be returned unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address).
<b>F.3.4.2.</b>	The employer must announce at the opening held immediately after the opening of quotation submissions, at a venue indicated in the Quotation Data, the name of each Bidder whose quotation offer is opened, the total of his prices and time for completion.
<b>F.3.7</b>	The employer must determine whether there has been any effort by a Bidder to influence the processing of quotation offers and instantly disqualify a Bidder (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
<b>F.3.8</b>	<p>The employer must determine, on opening and before detailed valuation, whether each quotation offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of the Conditions of Quotation.</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the quotation documents.</li> </ul> <p>A responsive Quotation is one that conforms to all the terms, conditions and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other Bidders presenting responsive Quotations, if it were to be rectified.</li> </ul> <p>Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>

**Quotation no: UM3228U****F.3.11**

1. The procedure for evaluation of responsive Bidders is **Method 2** (Financial offer and preferences) Bidders are advised that the 80/20 Preference Point System as prescribed in the Supply Chain Management Policy (Dec 2005) will apply in the evaluation of this quotation.

The financial Offer will be scored using Formula:

$$P_s = 80 \left( 1 - \left( \frac{P - P_m}{P_m} \right) \right)$$

**and where:**

P<sub>s</sub> = Points scored for price of bid under consideration.

P<sub>t</sub> = Rand value of bid under consideration.

P<sub>min</sub> = Rand value of lowest acceptance bid

**F.3.13**

Quotation offers will only be accepted if:

- (a) the Bidder has in his/her possession Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
- (b) the Bidder is registered with the Construction Industry Development Board in an appropriate class of works and the Bidder has submitted a CIDB certificate of registration.
- (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.
- (d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the quotation process.
- (e) the Bidder has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect.
- (f) the Bidder or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the Public sector.
- (g) The Bidder has signed and submitted the Authority to Sign.
- (h) The Bidder has signed and submitted the Equipment Schedules, if applicable.
- (i) The Bidder has submitted Proof of UIF registration and good standing with the Compensation Commissioner.
- (j) The Bidder has submitted the Signed Form of Offer that is part of the Form of Offer and Acceptance.
- (k) Proof of Paid Municipal Rates and Taxes.

If a contractor fails to render the service within the stipulated period in the contract, the employer shall in terms of Clause 12 of the JBCC Minor Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount as indicated in the **Minor Works Agreement Contract Data EC**.

**T1.3 - Annexure F - Standard Conditions of Tender**

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

**F.1 General****F.1.1 Actions**

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the **tender data**.

**F.1.3 Interpretation**

F.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the **tender data** and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interest exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **Functionality (quality )** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

**F.1.5 Cancellation and Re-Invitation of Tenders**

**F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**F.1.5.2** The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

**F1.5.3** An Organ of State may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**F.1.6 Procurement procedures****F.1.6.1 General**

Unless otherwise stated in the **tender data**, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2**

**F.1.6.2.1** Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderer's shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderer's who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderer's shall not apply.

**F.1.6.2.2** All responsive tenderer's, or not less than three responsive tenderer's that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderer's shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderer's shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderer's have been requested to submit their best and final offer.

**F.1.6.3****F.1.6.3.1 Option 1**

Tenderer's shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderer's shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderer's to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the **tender data**, and award the contract in terms of these conditions of tender.

**F.2 Tenderer's obligations****F.2.1 Eligibility**

- F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer,
- F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**F.2.2 Cost of tendering**

- F.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the **tender data**, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderer's may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **tender data**.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the **tender data**.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the **contract data**. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderer's proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the **tender data**. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderer's or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the **tender data**.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the **contract data**.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the **tender data**.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the **tender data**.

**F.3 The employer's undertakings**

**F.3.1 Respond to request from the tenderer**

**F.3.1.1** Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five working days before the tender closing time stated in the **tender data** and notify all tenderer's who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the **tender data**. If, as a result a tenderer applies for an extension to the closing time stated in the **tender data**, the Employer may grant such extension and, shall then notify all tenderer's who drew documents.



**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderer's agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderer's agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the functionality (quality) of the technical proposals offered by tenderer's, then advise tenderer's who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderer's, who score in the functionality (quality) evaluation more than the minimum number of points for functionality (quality) stated in the **tender data**, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderer's whose technical proposals failed to achieve the minimum number of points for functionality (quality).

**F.3.6 Non-disclosure**

Not disclose to tenderer's, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderer's presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or

- c) arithmetic errors in:
  - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

#### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

#### **F.3.11 Evaluation of tender offers**

Establishes procedures for the evaluation of tender offers using one of the following four methods, namely

**Method 1: Financial offer**

**Method 2: Financial offer and quality**

**Method 3: Financial offer and preference**

**Method 4: Financial offer, quality and preference**

This subclause contemplates that the tender data in the procurement documents for a particular procurement:

- a) identify the methods that should be used in the evaluation of tenders,
- b) establish the weighting between financial offer and preference, financial offer and quality, and financial offer, quality and preference, as relevant,
- c) describe the quality the preferences, establish the conditions associated with the granting of references and the precise manner in which preferences should be scored, and
- d) establish the quality criteria and subcriteria is that should be evaluated and the precise manner in which quality should be scored.

Where submissions are based solely on quality, Method 2 should be used with the weighting between quality and financial offer being set at 1,0 and 0 respectively. The tender data should indicate that the price is negotiated with the highest ranking tenderer.

##### **F.3.11.1 General**

Appoint an evaluation panel to evaluate submissions. Ensure that not less than three persons evaluate quality in terms of clause 5.11.9 of SANS 10845 - Part 3 and as detailed in F3.11.9 Scoring Quality.

Reduce each responsive tender offer to a comparative offer and evaluate submissions using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **tender data**.

##### **F.3.11.1.1 The evaluation panel should**

- a) determine whether or not tender offers were responsive to requirements established in the procurement documents,
- b) evaluate submissions strictly in accordance with the criteria and procedures established in the procurement documents,
- c) reduce tender to a comparative basis,

- d) determine whether or not there are any grounds for disqualification,
- e) determine the acceptability of preferred tenderers (legal compliance, capability, capacity and commercial risk),
- f) identify and evaluate commercial risks, and
- g) prepare a tender evaluation report or shortlist report, complete with recommendations, which clearly states the reasons for overlooking a tenderer or respondent.

Where quality is evaluated, three persons who are fully conversant with the technical aspects of the procurement Preferences evaluated on a competitive basis and quality criteria should be scored either collectively or independently by each member of the evaluation panel and averaged. The scores should be retained for auditing purposes.

#### **F.3.11.1.2 Those engaged in the evaluation process should**

- h) not foster the suspicion of any conflict between their official duty and their private interest,
- i) not give the impression to anyone whomsoever that they have been or might be influenced by a gift or consideration (including acceptance of hospitality) to show favour or disfavour to any person,
- j) deal with tenderers in an equitable and evenhanded manner at all times, and
- k) not use any confidential information obtained for personal gain and not discuss with, or disclose to, outsiders prices which have been tendered.

A comparative offer is defined as the tenderer's financial offer after all tendered parameters that can affect the value of the financial offer have been taken into consideration. Account should be taken of parameters such as unconditional discounts, operating or life-cycle costs, employer's risk, not firm prices, etc, when reducing offers to comparative offers.

Where the contract data provide for no changes in cost relating to the rise and fall of the cost of labour, materials, or other inputs to the work and tenderers are permitted to tender amounts with and without changes in costs, tender amounts should be reduced to firm prices for comparative purposes, i.e. to amounts before any changes in costs are made. Estimates of changes in costs might need to be made in order to reduce amounts to comparative prices. A discount which is dependent on the employer adhering to the contractual obligations, e.g. to pay on time, should be regarded as an unconditional discount.

#### **F.3.11.1.3 Scoring Financial offers**

Subclause F3.11.7 provides a range of Formulae to facilitate the scoring of financial offers, depending upon what the basis of the evaluation is. Formula 1 is applicable to situations where tenderers are invited to submit tenders for disposals or to tender a discount against a price list.

The offer receiving the highest number of points for price should be realistically priced. Unrealistic financial offers (e.g. offers where it is not economically possible to perform the contract at the price) distort the scoring of price.

A tendered sum can be regarded as being unduly low should it be considered to compromise the ability of a tenderer to complete the contract. A professional estimate or the average price tendered can be used as an indicator (benchmark of market prices) of this, but not as absolute criterion on which a tender offer is overlooked. Any decision reached in this regard should be established on a case-by-case basis (refer to SANS 10845 Part-1). An analysis of the fundamental components of a project, e.g. equipment, material, labour and supervision, might indicate that it is highly improbable that the work can be executed for the tendered amount. Alternatively, the tenderer might have to be called upon to demonstrate his ability to complete the contract for the sum tendered in terms of "**Clarification of tender offer after submission**".

#### **F.3.11.1.4 Scoring quality**

To ensure consistency in scoring, members of the evaluation panel should be provided with prompts for judgements or qualitative indicators (see table below) relating to all quality criteria and any subcriteria that are linked to a specific score (refer to Tables A3 and A4 of SANS 10845 Part -3). Such prompts should, wherever appropriate, be communicated to tenderers in procurement documents. The rating of submissions should be based on the information submitted, or where relevant, from interviews, and not on mere speculation or suspicion or the personal knowledge of a panel member.

**Qualitative indicators or prompts for judgement used in the evaluation of quality (linear scale)**

<b>Score<sup>a</sup></b>	<b>Qualitative indicator or prompt for judgement</b>
0	Failed to address the question or issue

20	A detrimental response, answer, solution - limited or poor evidence of skill/experience, high risk that relevant skills are not available
40	Less than acceptable response, answer or solution - lacks convincing evidence of skill or experience, medium risk that relevant skills are not available.
60	Acceptable response, answer, solution to the particular aspect of the requirement - evidence given of skill or experience.
80	Above acceptable response, answer, or solution - demonstrates real understanding of requirement and evidence of ability to meet it.
100	Excellent response, answer or solution - gives real confidence that the supplier adds real value.
<sup>a</sup> The threshold score, below which tenderers are eliminated from further consideration, should be between 50% and 60%	

**F.3.11.1.5 Commentary on Evaluation of tender offers**

Requires that the tenderer with the highest number of tender evaluation points (or highest ranked tender if only price) If the tenderer is unable, unwilling, or fails to enter into a contract, the contract should be offered to the tenderer with The Department should exhaust all negotiations with the tenderer that submitted the highest ranked tender or with the tenderer with the highest number of tender evaluation points before commencing negotiations with the next highest tenderer, unless time constraints or the closeness of the tenders dictate otherwise.

**F.3.11.2 Method 1: Financial Offer**

In the case of a financial offer

- a) rank tender offers from the most favourable to the least favourable comparative offer, and
- b) recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.  
Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest ranked tender, and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

**F.3.11.3 Method 2: Financial offer and quality**

In the case of a financial offer and quality,

- a) score each tender in respect of the financial offer made and quality offered in accordance with provisions of items 5.11.7 and 5.11.9 (of SANS 10845 - Part 3 and as detailed in F.3.11.2 Scoring financial offer and Scoring Quality), rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,
- b) calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following  

$$T_{EV} = N_{FO} + N_Q$$

where:

 $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845- part 3-clause 5.11.7; $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with SANS 10845- part 3-clause 5.11.9.

- c) rank tender offers from the highest number of tender evaluation points to the lowest, and
- d) recommend the tenderer with the highest number of tender evaluation points to the lowest, and Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation point, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

**F.3.11.4 Method 3: Financial offer and preference**

In the case of a financial offer and preference;

- a) Score each tender in respect of the financial offer made, the preference claimed, if any, and the quality offered in accordance with the provisions of ISO 10845-3:2011(E) 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the **tender data**, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the **tender data**:  

$$T_{EV} = N_{FO} + N_p + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in $N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with ISO 10845-3:2011(E) 5.11.8. $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with ISO 10845-3:2011(E) 5.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderer's should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, the preference claimed, if any, and the quality offered in accordance with the provisions of SANS 10845-part 3, clauses 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the **tender data**, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the **tender data**:

$$T_{EV} = N_{FO} + N_p + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in  
 $N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with SANS 10845-part 3, clause 5.11.8.  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with SANS 10845-part 3 clause 5.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest, and
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### F.3.11.6 Decimal places

Score financial offers, preference and quality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Financial offers

Score financial offer using the following formula:

$$N_{FO} = W_1 \times A$$

where:

$N_{FO}$  = the number of tender evaluation points awarded for financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for financial offer as stated in the **tender data**.

$A$  = a number calculated using the relevant formula and option described in Table 1 as stated in the **tender data**.

**Table 1: Formulae for calculating the value of A**

Formula	Basis for comparison	Formula
1	Highest price or discount	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = P_m / P$
$P_m$ is the comparative offer of the most favourable comparative offer.		
$P$ is the comparative offer of the tender offer under consideration.		

#### F.3.11.8 Scoring preferences

Confirm that tenderer's are eligible for the preferences claimed in accordance with the provisions of the **tender data** and reject all claims for preferences where tenderer's are not eligible for such preferences.

Calculate the total number of tender points for preferences claimed in accordance with the provisions of the **tender data**.

#### F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the **tender data**.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where:  $S_Q$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the **tender data**.

Provide to the successful tenderer the number of copies stated in the **tender data** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### F.3.12 Provide written reasons for actions taken

Provide upon request written reasons to tenderer's for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderer's or might prejudice fair competition between tenderer's.

#### F.3.13 Transparency in the procurement process

**F3.13.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-Tender system.

**F3.13.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.13.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.13.4** The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process

- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

- F3.13.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.13.6 Consultative Forum must be an independent structure from the bid committees.
- F3.13.7 The information must be published on the employer's website.
- F3.13.8 Records of such disclosed information must be retained for audit purposes.



## T1.4. Annexure to Notice and Invitation to Quote

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.

Prospective suppliers will be able to self - register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)

Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.

Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

<b>Name of Supplier</b>	
<b>Central Supplier Database (CSD) Supplier Number:</b>	

### REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS

In terms of the Construction Industry Development Board Act ( CIDB) ( Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14  
Brooklyn Square  
75  
Pretoria

Helpline: 0860-103-353

Website : <http://www.cidb.org.za>

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

**T2.1 LIST OF RETURNABLE DOCUMENTS**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Project Manager:</b>	<b>Miss. S.P. Sithole</b>	<b>Quotation no:</b>	<b>UM3228U</b>

### 1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
Submission of Compulsory Returnable Schedules.	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Authority to sign Quote.	Yes	
Financial Standing and other Resources of Business Declaration	Yes	
Equipment Schedules applicable	Yes	
Preference Certificate	Yes	
Site Inspection Certificate.	Yes	
Contractors Health & Safety Declaration.	Yes	
Certificate of Independent Bid Determination - SBD 9	Yes	
Contract Form - Purchase of Goods/Works-Part 1	Yes	
Contract Form - Purchase of Goods/Works-Part 2	Yes	
Declaration of interest - SBD 4	Yes	
Declaration of Bidder's past Supply Chain Management Practices - SBD 8	Yes	
Capacity of Bidder	Yes	
	No	N/A
	No	N/A
	No	N/A
	No	N/A
	No	N/A

### 2. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
CIDB Registration form or application for Registration form (F006) including Registration number	Yes	
Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing.	Yes	
B-BBEE Certificate	Yes	
Complete Schedule of rates is to be submitted on the day of the Quotation closing date.	Yes	
Proof of Payment of Bid Deposit	Yes	
Proof of Paid Municipal Rates and Taxes.	Yes	
Proof of UIF Registration.	Yes	
Proof of good standing with the Compensation Commissioner	Yes	
Certified CIDB Contractors Grading Designation Certificate	Yes	
Certified Proof of Registration Number on the Central Suppliers Database	Yes	
Base Line Risk Assessment	Yes	
Declaration Certificate for local production and content for designated sectors - SBD 6.2	Yes	

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Form of Offer and Acceptance	3 Pages	Yes	
Contract Data	5 Pages	Yes	
Pricing Schedule	3 Pages	Yes	
	Pages	No	N/A

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Client's Specific requirement for the Contractor's detailed OHS plan	Pages	Yes	
Quality Criteria	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A

**5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY**

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable	
Proof of working capital of at least 25% of project value	No	N/A
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	No	N/A
Annual/Audited Financial Statement/Management Account/income and Expenditure Statements	No	N/A
Detailed schedule of resources at all levels	No	N/A
Schedule of years of experience on similar projects	No	N/A
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	No	N/A
Demonstrated ability to work on an accelerated programme	No	N/A
Experience in projects that have operational challenges i.e. public interface	No	N/A
Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	No	N/A
Submission of a detailed organogram	No	N/A
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature	No	N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	No	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	No	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	No	N/A
Tenderer to demonstrate key/resource deployment over the various work package	No	N/A
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	No	N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	No	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	No	N/A
Material storage, handling and distribution	No	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	No	N/A
Programme and progress reporting, including tracking of long lead procurement items	No	N/A
OHS Management, compliance and reporting	No	N/A
Site documentation control, filing and archiving	No	N/A
Queries and information required approach	No	N/A
Procurement of outsourced resources e.g. sub-contractors	No	N/A
	No	N/A
	No	N/A
	No	N/A
	No	N/A

## T2.2 Compulsory Enterprise Questionnaire

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number:**

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

**Section 5: Particulars of companies and close corporations**

Company registration number	
Close corporation number	
Tax reference number	

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

a member of any municipal council	an employee of any Provincial Department, National or Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of any Provincial Legislature	a member of an accounting authority of any National or Provincial public entity
a member of the National Assembly or the National Council of Province	an employee of Parliament or a Provincial Legislature
a member of the board of directors of any municipal entity	
an official of any municipality or municipal entity	

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

--	--	--	--

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

a member of any municipal council	an employee of any Provincial Department, National or Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
a member of any Provincial Legislature	a member of an accounting authority of any National or Provincial public entity		
a member of the National Assembly or the National Council of Province	an employee of Parliament or a Provincial Legislature		
a member of the board of directors of any municipal entity			
an official of any municipality or municipal entity			

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Quotation Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iii) confirms that I / we are not associated, linked or involved with any other Quotating entities submitting Quotation offers and have no other relationship with any of the Quotationers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Position of authorised representative		Date	
Signature of authorised representative			
Name of authorised representative			
Enterprise name			

**T2.3 AUTHORITY TO SIGN QUOTE****RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at (town): \_\_\_\_\_ on (date): \_\_\_\_\_

**RESOLVED that:**

1. The Enterprise submits a Quote to the KZN Department of Public Works in respect of the following project:

**DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)**Bid / Quotation Number: **UM3228U**

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_ (Authorised Signatory)

be, and is hereby, duly authorised to sign the Quote, and any and all other documents and/or correspondence in connection with and relating to this Quote, as well as to sign any Contract, and any and all documentation, resulting from the award of the Quote to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

**Note:**

1. \* Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Quoting Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the Quoting Enterprise being a Close Corporation, a certified copy of the Founding Statement of such corporation must be attached to this Quote.

**ENTERPRISE STAMP (If Any)**

## T2.4 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Bid no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

**ATTACH COMPANY PROFILE TO THIS PAGE IF ALL THE RELEVANT INFORMATION REQUESTED ON THIS FORM  
IS DEALT WITH IN SAID COMPANY PROFILE**

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.  
This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.
- (b) However, it regularly occurs that a Contractor will at the same time submit Bids for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Bidder in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Bidder who wishes to be considered for this Bid Contract award, over and above other Bids that they have submitted, shall submit when requested by the DoPW the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Recourses available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this Bid. (Please submit to the DoPW the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)

I, the undersigned, \_\_\_\_\_

*(name of person authorized to sign on behalf of the Bidder)*

understand that it is the responsibility of the Bidder to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Bid.

I accept and understand that the Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this Bid, may act against me and the Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 201...

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Name of Enterprise

\_\_\_\_\_  
Capacity of Signatory

\_\_\_\_\_  
Signature of authorised representative



<b>T2.5 EQUIPMENT SCHEDULES</b>			
<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

The Bidder shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

#### TECHNICAL DATA: STANDBY PLANT

Manufacturer:	
Model number:	
Serial number:	
Voltage	
KVA	
Frequency	
RPM	
Cylinder/stroke	
Fuel capacity and consumption	
Sound pressure level	
Condenser air flow rate	
Attenuation type	
Battery Type	
AMF Change Over Panel Type	
Starter Motor Type and Voltage	
Standard Compliance	

**Project Code: 076142****EQUIPMENT SCHEDULES****TECHNICAL DATA: UNINTERRUPTABLE POWER SUPPLY UPS**

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

**TECHNICAL DATA: PARCEL X-RAY UNITS**

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No

**Project Code: 076142****EQUIPMENT SCHEDULES****TECHNICAL DATA: WALK THROUGH DETECTOR**

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

**TURNSTILE**

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

**Project Code: 076142****EQUIPMENT SCHEDULES****TECHNICAL DATA: PARAPLEGIC LIFT**

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

**Project Code: 076142****EQUIPMENT SCHEDULES****TECHNICAL DATA: AIR-CONDITIONING AND VENTILATION INSTALLATION**

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m³/s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

## T2.6 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

### INTRODUCTION

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

### DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Bid to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Bid is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
  - a) Client's Construction Safety, Health and Environmental Specification.
  - b) Approved Construction Safety, Health and Environmental Plan.
  - c) Occupational Health and Safety Act, Act 85 of 1993.
  - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Quoter

**T2.7 SITE INSPECTION MEETING CERTIFICATE**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>
<b>Closing date:</b>	<b>16 July 2021</b>		

This is to certify that I, \_\_\_\_\_ (Name of authorised Representative)  
 representing \_\_\_\_\_ (Name of Enterprise)  
 visited the site on: \_\_\_\_\_ (Date)

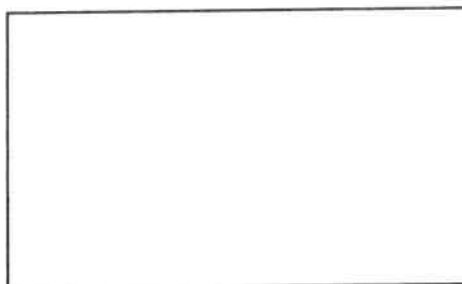
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and not a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

<b>Name of Bidder</b>	<b>Signature</b>	<b>Date</b>

<b>Name of DOPW Representative</b>	<b>Signature</b>	<b>Date</b>

**This form is only to be completed when applicable to the tender and if a Compulsory Site meeting has been called.**



Departmental Stamp:

## T2.8 CERTIFIED PROOF OF VALID UIF REGISTRATION

<b>Project title:</b>	DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)		
<b>Quotation no:</b>	UM3228U	<b>Project Code:</b>	076142

**ATTACH A CERTIFIED COPY OF PROOF, THAT  
THE BIDDER IS IN GOOD STANDING WITH THE  
UIF TO THIS PAGE FOR ADJUDICATION  
PURPOSES**

### **NOTE**

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

"The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process."



## T2.9 PREFERENCE CERTIFICATE

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all tenders:

the 80/20 system for requirements with a Rand value of up to R 50,000 000; and

1.1.1 Where the financial value inclusive of VAT of one or more responsive tenders received equals or is less than R 50,000 000, the 80/20 system shall be applicable.

1.2 Preference points for this tender shall be awarded for:

1.2.1 Price points and

1.2.2 Quality points

80/20

100

1.3 The points for this tender are allocated as follows:

			Points:
1.3.1	<b>PRICE</b>		
1.3.2	<b>SPECIFIC CONTRACT PARTICIPATION GOALS</b>		
	<b>1.3.2.1 B-BBEE Status Level of Contributor</b>		
	(i)	Level 1	20,00
	(ii)	Level 2	18,00
	(iii)	Level 3	14,00
	(iv)	Level 4	12,00
	(v)	Level 5	8,00
	(vi)	Level 6	6,00
	(vii)	Level 7	4,00
	(viii)	Level 8	2,00
	(ix)	Non-compliant contributor	0,00
	<b>TOTAL POINTS FOR PRICE and PREFERENCE POINTS MUST NOT EXCEED 100</b>		<b>max 100</b>

Total points for Price, B-BBEE preference points **must not exceed 100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Construction Sector Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The bidder shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBBEE Code of good practice as an organisation that is VAT registered and whose net profit before tax summed with its total labour cost exceeds 25% of the value of its total revenue.

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

### 2 GENERAL DEFINITIONS

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

2.2 **"B-BBEE"** means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"proof of B-BBEE status level of contributor" means-**
- a) the B-BBEE status level certificate issued by an authorised body or person;
  - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2.5 **"black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **"black people"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.7 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services, through price quotations, advertised competitive bidding process or proposals.
- 2.8 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- 2.9 **"co-operative"** means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005)
- 2.10 **"designated group" means**
- a) black designated groups;
  - b) black people;
  - c) women;
  - d) people with disabilities; or
  - e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No 102 of 1996)
- 2.11 **"designated sector"** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).
- 2.12 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.13 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.14 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.15 **"military veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).
- 2.16 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.17 **"National Treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.18 **"EME"** means any enterprise with an annual total revenue of **R10 million or less;**
- 2.19 **"QSE"** means any enterprise with an annual total revenue between **R10 million and R50 million;**
- 2.20 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).

- 2.21 **"Firm Price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from change, imposition or abolition of customs or excise duty and any other duty, levy or tax. which. in terms of the law or regulation. is binding on the contractor and demonstrably has an influence on
- 2.22 **"price"** includes all applicable taxes less all unconditional discounts.
- 2.23 **"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.
- 2.24 **"Non-firm prices"** means all prices other than "firm" prices;
- 2.25 **"Person"** includes reference to a juristic person.
- 2.26 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.27 **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).
- 2.28 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.30 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.31 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.32 **"rural area" means-**
- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
  - b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.
- 2.33 **"township"** means an urban living area that anytime from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.
- 2.34 **"treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.35 **"youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No 54 of 2008)

### 3 EVALUATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when quality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for Quality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4 POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

**80/20**

or

Where:

$P_s$  = Points allocated for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{\min}$  = Price of lowest acceptable tender

### 5 POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.3 Bidders who qualify as QSEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of between R10 million and R15 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6 BID DECLARATION

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

## 7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.2.1 AND 5.1 ABOVE

- 7.1 B-BBEE Status Level of Contribution:  =   
[ B-BBEE Status level of Contribution] [Max of points 20]

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## 8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? Yes ☐ No ☐

- 8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?  %

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? Yes ☐ No ☐

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm: \_\_\_\_\_
- 9.2 VAT registration number: \_\_\_\_\_
- 9.3 Company registration number: \_\_\_\_\_
- 9.4 Type of company/firm: *(insert a X in the applicable box)*

Partnership/  
Joint Venture/  
Consortium

☐

One person  
business/Sole  
Proprietor

☐

Close Corporation

☐

Company

☐

(Pty) Ltd

☐

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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## 9.6 COMPANY CLASSIFICATION

Manufacturer	Contractor and/or Supplier	Professional service provider	other service providers,
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 9.7 Total number of years the company/firm has been in business? \_\_\_\_\_

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

## WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNATURE(S) OF BIDDER(S)

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

Address: \_\_\_\_\_

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## T2.10 TAX COMPLIANCE STATUS (TCS) PIN - TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

### TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

### IMPORTANT NOTICE

The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.

From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.

The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.

Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) **PIN** number and Tax Reference number in the space hereunder:

<b>Tax Compliance Status (TCS) PIN Number</b>	
<b>Company / Bidding Entity Tax Reference Number</b>	

**Name of Bidder:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

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



**T2.11 PROOF OF PAID MUNICIPAL RATES & TAXES**

<b>Project title:</b>	DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

**ATTACH PROOF OF PAID MUNICIPAL RATES &  
TAXES TO THIS PAGE FOR ADJUDICATION  
PURPOSES**

**NOTE**

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

**T2.12 CERTIFIED PROOF OF GOOD STANDING WITH THE  
COMPENSATION COMMISSIONER**

<b>Project title:</b>	DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

**ATTACH A CERTIFIED COPY OF PROOF, THAT  
THE TENDERER IS IN GOOD STANDING WITH  
THE COMPENSATION COMMISSIONER, TO  
THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

**T2.13 CERTIFICATE OF INDEPENDENT BID DETERMINATION - SBD 9**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Bid no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

**Repairs to six(6) classrooms, doors, door frames, windows, floors and painting including roof.**

(Bid Number and Description)

in response to the invitation for the quote made by:

**KZN Department of Public Works**

(Name of Institution)

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

I certify, on behalf of : \_\_\_\_\_ that :  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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**Signature**

---

**Date**

---

**Position**

---

**Name of bidder**

**T2.14 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number UM3228U at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax Compliance Status (TCS) PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (i) JBCC Minor Works Edition 4 - August 2007; and
  - (i) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): \_\_\_\_\_

CAPACITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

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

## T2.15 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_

accepts your bid under reference UM3228U dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

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

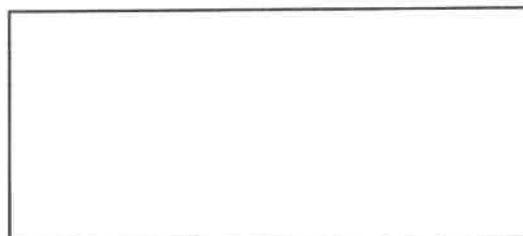
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_  
*[Place]**[Date]*

NAME (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



OFFICIAL STAMP:

<b>Witnesses:</b>	
1.	_____
2.	_____
Date: _____	

**T2.16 DECLARATION OF INTEREST - SBD 4**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Bid no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

1 Any legal person, including persons employed by the state<sup>1</sup>, or persons having 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 the possible allegations of favouritism, should the resulting bid/quotation, 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/their authorized representative declare his/her/their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her/their interest, where-

1,1 the bidder is employed by the state; and/or

1,2 the legal person on whose behalf the quotation/bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quotation(s)/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 quotation/bid.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation/bid document.

2,1 Full Name of bidder or his or her representative: \_\_\_\_\_

2,2 Identity Number: \_\_\_\_\_

2,3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>.): \_\_\_\_\_

2,4 Registration Number of Company, enterprise, close corporation, partnership agreement or trust: \_\_\_\_\_

2,5 Tax Reference Number: \_\_\_\_\_

2,6 VAT Registration Number: \_\_\_\_\_

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity number, tax reference number and, if applicable, employee / persal number must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

2,7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name or person / director / shareholder / member: \_\_\_\_\_

Name of state institution to which the person is connected: \_\_\_\_\_

Position occupied in the state institution: \_\_\_\_\_

Any other particulars: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO  
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

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

2,8 Did you or your spouse, or any of the company's directors / shareholders / members of their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2,9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quotation/bid?

2.9.1 If so, furnish particulars: YES / NO

2,10 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 quotation/bid? YES / NO



2.10.1 If so, furnish particulars:

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

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**DECLARATION**

I, THE UNDERSIGNED (NAME) :

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

## T2.17 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8

- 1 This Standard Bidding Document must form part of all bid's invited.
- 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.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
  - abused the institution's supply chain management system;
  - committed fraud or any other improper conduct in relation to such system;
  - or failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question		
4,1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:     		
4,2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:     		
4,3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:     		
4,4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:     		

**5 CERTIFICATION**

I the undersigned (*full name*) \_\_\_\_\_

certify that the information furnished on this declaration 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 authorised representative	Signature	Date	Position

## T2.18 - CLIENT'S SPECIFIC REQUIREMENT FOR THE CONTRACTOR'S DETAILED OHSE PLAN

<b>Project title:</b>	<b>Supply and place 3 bedroom parkhome (Residential)</b>
<b>Quote no:</b>	<b>UM3228U</b>
<b>Project Code:</b>	<b>076142</b>
<b>Items</b>	<b>Client Specific Requirements</b>
Site Office location	1) The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
Public Safety	1) When working in a occupied facility the contractors risk assessment and subsequent safe work method statement must take into consideration the negative effect the Contractors activities may have on the health and safety of the occupants of the facility and make provisions for the implementation of all reasonably practicable measures to ensure the health and safety of members of the public.
Extreme weather conditions	1) If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.
Change to scope of work	1) Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.
Safety Plan Submission	1) The successful Tenderer must submit a copy of the detailed OHSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his/her SHE Plan has been approved in writing.
Bylaws	1) The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.
Risk assessment for construction work	1) To comply with CR(9) and to also address environmental issues 2) Risk Assessment must be done if and when required. 3) DSTI's must be performed on a daily basis be of an acceptable standard and need to be signed off prior to work starting and at the end of each shift. 4) No work may be performed without an approved DSTI. See the attached baseline risk assessment to be considered by both the designer and the principal contractor.
Fall protection	1) To comply with CR (10), 2) Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings
Structures	1) To comply with CR (11)
Temporary work	1) To comply with CR (12)

Excavations	1) To comply with CR(13) and the following;
	2) If the risk exists of a person in an excavation being enclosed in an event of a collapse the following will apply; shoring sufficient to prevent enclosure, any excavated material must be placed at least 1metre from the edge and at the maximum angle of repose to the horizontal.
	3) No excavation may affect the stability of any adjoining structure or road unless steps have been taken as identified by an Engineer or a Technologist.
	4) Adequate provisions must be made to ensure that water is drained from excavations where water may enter such excavations as a result of seepage or rain
	5) All excavations made by the Principal or Sub Contractors must be barricaded by means of solid barricading and barricading tape may only be used to make such barricading more visible
	6) If more than one excavation is present on site all excavations must be numbered to ensure effective inspection and control
Demolition work	1) To comply with CR (14) and the following;
	2) Demolition work may only start upon approval of the Demolition Plan by the Client or its duly appointed Agent
	3) In the event that a structure identified for demolition incorporates substances such as, lead or asbestos it must be performed within the requirements of the applicable legislative requirements
Scaffolding	1) To comply with CR(16) and the following;
	2) Scaffolding Inspectors and Scaffolding Erectors must be different individuals.
	3) Scaffold Harness must be used on Scaffolding, normal Harnesses may not be used on scaffolding
	4) Sufficient Scaffolding material e.g., tags, trapdoors etc. need to be on site as determined by the activities on site
	5) Scaffold bases may not be supported by materials such as bricks and chipboard. Suitable material needs to be used as per SANS 10085
	6) If more than one scaffold is present on site all scaffolds must be numbered to ensure effective inspection and control
Construction vehicles and mobile plant	1) To comply with CR (23) and the following;
Electrical installations and machinery on construction sites	1) To comply with CR (24)
Use and temporary storage of flammable liquids on construction sites	1) To comply with CR (25)
Water environments	1) To comply with CR (26)
Housekeeping and general safeguarding on construction sites	1) To comply with CR (27) and the following;
	2) Contractor to designate areas for placing refuse and rubble prior to being removed from site

	<p>3) Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction.</p> <p>4) Refuse to be separated for recycling purposes</p> <p>5) Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements</p>
Stacking and storage on construction sites	1) To comply with CR (28)
Fire precautions on construction sites	<p>1) To comply with CR (29) and the following;</p> <p>2) No smoking may be permitted on site except in designated smoking areas</p>
Construction employees' facilities	<p>1) To comply with CR (30) and the following;</p> <p>2) Gender signs to be placed at appropriate locations</p> <p>3) All welfare facilities to be kept in a hygienic condition at all times</p> <p>4) Employees to be trained in good hygiene practices</p> <p>5) Toilets to be fitted with doors which can be locked from the inside</p> <p>6) Toilets to be sufficiently ventilated</p> <p>7) Contractors or contractors employees are not permitted to any other facilities except those provided by the contractor.</p>
Public Safety & Signage	<p>1) The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.</p> <p>2) Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan.</p> <p>3) The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks</p> <p>4) The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.</p>

	<p>5) Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public must also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary.</p>
	<p>6) The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.</p>
On Site Health and Safety Training & Induction	<p>1) The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health &amp; safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health &amp; safety file.</p> <p>2) The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health &amp; safety file. The above should also cover all sub-contractors that are onsite.</p> <p>3) All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.</p>
General Record Keeping	<p>The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health &amp; safety file held in the site office, which must be present on site at all times. The Principal Contractor must ensure that every Sub Contractor opens its own health &amp; safety file, maintains the file and makes it available on request.</p>
Health & Safety Audits, Monitoring and reporting	<p>1) The Client or its duly appointed Agent shall conduct monthly health &amp; safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health &amp; Safety File.</p>
Emergency Procedures	<p>1) The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements:</p>

	a. List of key competent personnel;
	b. Details of emergency services;
	c. Actions or steps to be taken in the event of the specific types of emergencies;
	d. Information on hazardous material/situations.
First Aid Boxes and First Aid Equipment	1) The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.
Accident / Incident Reporting and Investigation	1) Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	1) The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
	2) Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
Personal Protective Equipment (PPE) and Clothing	1) The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File .Procedure to be in place to deal with:
	a Lost or stolen PPE;
	b Worn out or damaged PPE replacement.
	c Employees not utilising PPE as required
	2) The above procedure applies to Principal Contractors and their appointed Sub- Contractors, as they are all employers in their own right.
Permits	1) The Principal Contractor shall prepare and issue the required written permits relating to but not limited to the following:



	a Hot Work
	b Roof Work; and
	c Electrical work (both temporary and permanent)
	d Confined Space Entry
	2) The Principal Contractor must ensure that where permits are required that they are properly implemented and adhered to.
Speed Restrictions and Protections	Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h.
	1) Vehicle movement routes on site must be clearly indicated where applicable.
	2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Substances (HCS)	1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995.
	2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances
Asbestos	1) To comply with Asbestos Regulations as published in Government Notice No. R. 155 dated 10 February 2002.
	2) Removal to be done by an accredited asbestos contractor
	3) Proof of accreditation to be kept on site.
	4) Proof of safe systems of work
	5) Disposal certificate.
	6) Under no circumstances may asbestos be handed over to the community irrespective of shape or condition.
Fire Extinguishers and Fire Fighting Equipment	1) The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary fire fighting equipment located at strategic points on site, specific for the classes of fire likely to occur.
	2) The appropriate notices and signs must be allowed for and be erected as required
	3) Contractors may not utilize fire protection equipment belonging to the Client without prior consent
Ladders and Ladder Work	1) The Principal Contractor must allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle.

	<p>2) Records of inspections must be kept in a register on site</p> <p>3) All ladders found to be unsafe must be removed from site immediately and not be permitted back onto site until it has been certified as being safe by the Safety Officer or Construction Supervisor.</p>
General Machinery	1) To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003
Portable Electrical Tools and Hand Tools	<p>1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.</p> <p>2) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file</p> <p>3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools:</p> <p>a That a "Competent Person" undertakes routine inspections and records are kept on site.</p> <p>b That only authorized trained persons use the tools.</p> <p>c That safe working procedures apply.</p> <p>d That PPE is provided and used.</p> <p>4) All unsafe hand tools and portable electrical equipment found on site need to be removed from site with immediate effect, tagged as unsafe for use and only be permitted back on site after being certified as safe for use by the Safety Officer or the construction Supervisor.</p>
High Voltage Electrical Equipment Installations and Equipment	<p>1) All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.</p> <p>2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.</p>
Adequate Lighting	1) All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Transportation of Workers	<p>1) In addition to CR 23 the following will apply. The Principal Contractor and Sub-Contractors shall not:</p> <p>a. Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods.</p> <p>b. Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.</p> <p>c. Permit workers to stand or sit on the edge of the transporting vehicle.</p> <p>d. Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers</p> <p>e. No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.</p> <p>2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV.</p> <p>3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them.</p> <p>4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.</p>
	5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice

	In the event that Earth Moving Machinery is present on site the following must be adhered to:
	a Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.
	b Right of way must be afforded to earth moving machinery at all times.
	c Vehicles must only be permitted to park, where possible, in designated areas
Occupational Hygiene	1) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
	2) All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents
	3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
Environmental Management	1) The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act.
	2) The Principal Contractor must develop a waste management plan, implement and maintained it onsite
	3) Cement mixing to be done at a predetermined location on site which must include a solid, slab, and bunded edges to prevent runoff
	4) Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment
	5) Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
	6) The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.
	7) Plans to deal with spillages must be in place and maintained.
	8) No waste materials (liquid or solid) may be disposed of in drains.
	9) No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.
Alcohol and other Drugs	1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor
	2) No person may be under the influence of alcohol or any other drugs while on the construction site.
	3) Any person on the construction site who is on prescription drugs must inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately.
	4) Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
	5) Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

**T2.19 - BASELINE RISK ASSESSMENT****Project title:****DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)****Quote no:****UM3228U****Project Code:****076142****PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE**

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures

**T2.20 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where;

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on  
[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

### 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b><u>Fasteners</u></b>	<b>100%</b>
<b><u>Electrical Cables</u></b>	<b>90%</b>
<b><u>Roof and Cladding</u></b>	<b>100%</b>
<b><u>Plastic Pipes &amp; Fittings</u></b>	<b>100%</b>
<b><u>Frames</u></b>	<b>100%</b>
<b><u>Fabricated Structural Steel</u></b>	<b>100%</b>

**Joining / Connecting Components**

100%

**Gutters, downpipes & launders**

100%

**3. Does any portion of the services, works or goods offered have any imported content?**

Yes		No	
-----	--	----	--

 (Tick applicable box)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

**UM3228U**

ISSUED BY:

Department of Public Works - Umkhanyakude Sub-District  
 (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,

(full names),

do hereby declare, in my capacity as \_\_\_\_\_

of \_\_\_\_\_ (name of bidder entity),

the following:

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 1 \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 2 \_\_\_\_\_

DATE: \_\_\_\_\_

T2.21 CAPACITY OF BIDDER			
Project title:	DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)		
Bid no:	UM3228U	Project Code:	076142

1. **WORK CAPACITY:** (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

1.1. **Artisans and Employees:** (*Artisans and Employees to be ,or are ,employed for this project* )

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
Others			



**1.2. Provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets )**

<b>Machinery</b>	<b>Plant</b>	<b>Equipment</b>	<b>Vehicles</b>

**1.3. Workshops:**

<b>Address of Main Workshop:</b>	<b>Address of Regional Workshop (If Applicable):</b>

**1.4. Other offers submitted at time of this tender for which results are pending:**  
*(Any other client's tender must also be included)*

Bid No.	Project Name	Client Name & Contact No.	Value Tendered in R's	Date bid submitted	Contact Detail

**2. PARTICULARS OF THE BIDDERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:****2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)**

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

**2.2. Current Government sector projects: (List the 5 projects closest to the contractor grading designation of this project)**

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

**2.3. Previously completed projects:** *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
Name of Bidder		Signature of authorised representative		Date

<b>TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE</b>			
<b>Evaluation Criteria</b>	<b>Deliverables</b>	<b>Points</b>	
Price	The lowest responsive and responsible priced offer shall be allocated 90 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	· Level 1 Contributor	20	Points
	· Level 2 Contributor	18	Points
	· Level 3 Contributor	14	Points
	· Level 4 Contributor	12	Points
	· Level 5 Contributor	8	Points
	· Level 6 Contributor	6	Points
	· Level 7 Contributor	4	Points
	· Level 8 Contributor	2	Points
	· Non-Compliant Contributor	0	Points

**C1.1: FORM OF OFFER AND ACCEPTANCE**Quotation no: **UM3228U****OFFER**

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

**DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)**

The Bidder, identified in the offer signature block, has examined the documents listed in the Quotation Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the Conditions of Quotation and complies fully with Clause F.3.13 of the Quotation Data.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	<b>R</b>

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Quotation Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

Company or Close Corporation:	<b>OR</b>	Natural Person or Partnership:
And: Whose Registration Number is:		Whose Identity Number(s) is/are:
And: Whose Income Tax Reference Number		Whose Income Tax Reference Number is/are:

**AND WHO IS** (if applicable):

Trading under the name and style of:
--------------------------------------

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:	<b>Note:</b>
Mr./Mrs./Ms:	<b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
In his/her capacity as:	

**SIGNED FOR THE BIDDER :**

<b>Name of authorised representative</b>	<b>Signature</b>	<b>Date</b>

**WITNESSED BY:**

<b>Name of authorised representative</b>	<b>Signature</b>	<b>Date</b>

CIDB Grading No. : **2GB or Higher** Central Suppliers Database Registration No. : \_\_\_\_\_  
 CIDB Registration No.: \_\_\_\_\_

### **ACCEPTANCE (For Official use only)**

**Quotation no: UM3228U**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Bidder's offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

**The terms of the contract, are contained in:**

Part 1	Agreement and Contract Data, (which includes this Agreement)
Part 2	Pricing Data
Part 3	Scope of Work.
Part 4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 of the document.

Deviations from and amendments to the documents listed in the Quotation Data and any addenda thereto as listed in the Quotation Schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within **five working days** after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and a contract specific SHE Plan or a copy of the SHE Plan approval letter applicable to the Scope of Work for which the Quotation was made and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect, if delivered by hand on the day of delivery or Site Hand Over, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**For the Employer:**

<b>Name of delegated signatory</b>	<b>Signature</b>	<b>Rank</b>	<b>Date</b>

<b>Name of Organisation:</b>	<b>KZN Department of Public Works</b>
<b>Address of Departmental Office:</b>	<b>Department of Public works - UMKhanyakude Sub-District Office, 3935</b>



**WITNESSED BY:**

Name of witness	Signature	Rank	Date

**Quotation no: UM3228U****Schedule of Deviations****1.1.1. Subject:****Detail:****1.1.2. Subject:****Detail:****1.1.3. Subject:****Detail:****1.1.4. Subject:****Detail:****1.1.5. Subject:****Detail:****1.1.6. Subject:****Detail:**

By the duly authorised representatives signing this Agreement, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Quotation Data and addenda thereto as listed in the Quotation Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Quotation documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

Should the Deviations require that work is performed outside the Scope of Work of the approved SHE Plan, then the onus rests with the Contractor to make the necessary amendments to the pre-approved SHE Plan and submit such changes to the relevant office for approval.

Signature for Bidder

Signature for Employer

Date

Date

**C1.2 :CONTRACT DATA:****JBCC 2000 MINOR WORKS AGREEMENT (4th Edition)****DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)**

Quotation no: UM3228U

The Conditions of contract are clauses 1 to 20 of the JBCC series 2000 Minor Works Agreement (4th Edition, August 2007) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (031-2667070), South African Association of Consulting Engineers (011-4632022), South African Institute of Architects (031-2017590), Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

**CONTRACT VARIABLES****THE CONTRACT DATA**

The **Contract Data** contains all variables referred to in this document and is divided into Employer to Contractor (EC) Data and Contractor to Employer (CE) Data categories. The Employer to Contractor (EC) Data category must be completed in full by the Employers or his Agent and included in the Quotation documents. The Contractor to Employer (CE) Data must be left blank by the Employer or his Agent for the Contractor to fill in. Both the EC and CE Data categories form part of this **agreement**.

Spaces requiring information must be filled in, shown as "**not applicable**" or deleted but not left blank. Where choices are offered, the inapplicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets.

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER (MINOR WORKS AGREEMENT CONTRACT DATA EC) (JBCC Series 2000 Edition 4.0 Code 2108-EC July 2007)	
<b>1</b>	<b>CONTRACT DATA - EMPLOYER</b>
<b>1.0</b>	<b>CONTRACTING AND OTHER PARTIES</b>
<b>1.1</b>	<b>Employer:</b>
[1.1]	Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)
	Postal address:
	Private Bag X004
	Mtubatuba
	3935
	Tel: 035 - 5501524 Fax: 035 - 5500133
[1.2]	Physical address:
	55D Fiddlewood Lane, Riverview Road
	Mtubatuba
	3935
<b>1.2</b>	<b>Project Leader</b>
[6.1]	Miss. S.P. Sithole
	Postal address:
	Umkhanyakude Sub-District
	Mtubatuba
	3935
	Tel: 035 - 550 0133 Fax: 035 - 550 1524
<b>1.6</b>	Interest of principal agent or other agents in the project
	Details where "yes" N/A
<b>1.7</b>	The principal agent [1.2] is responsible for the preparation of the <b>contract data</b> schedule and must be contacted should the <b>contractor</b> be uncertain of the information provided or to be provided. Failure to complete the <b>contract data</b> schedule in full may result in the tender/quote being disqualified.

Quotation no: <b>ZNT3228W</b>			
<b>2.0 CONTRACT AND SITE INFORMATION</b>			
2.1 [1.1]	The law applicable to this agreement:	<b>SOUTH AFRICA</b>	(Country or State)
2.2 [1.1]	Works identification: <b>Refer to document C3 – Scope of Work.</b>		
2.3 [1.1]	Site description: <b>Refer to document C4 – Site Information.</b>		
2.4 [5.1.3]	Possession of the site is to be given on:	<b>To be determined</b>	(Date)
2.5 [7.1.2]	Period for the commencement of the works after the contractor takes possession of the site:	<b>0</b>	(working days)
2.6 [7.1.1]	Waiver of contractor's lien or right of continuing possession is required:	<b>No</b>	(Yes/No)
2.7	Existing premises will be occupied. Where "yes" the specific requirements are described or detailed in the contract documents.		<b>No</b> (Yes/No)
	<div style="border: 1px solid black; padding: 5px; min-height: 60px;">N/A</div>		
2.8 [5.1.5-6]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents.		<b>YES</b> (Yes/No)
2.11.1	Water	Option A Option B <b>NOT APPLICABLE</b> Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)
			<b>A</b> (A, or C)
2.11.2	Electricity	Option A Option B <b>NOT APPLICABLE</b> Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)
			<b>A</b> (A, or C)
2.11.3	Telecom	Option A Option B <b>NOT APPLICABLE</b> Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)
			<b>A</b> (A, or C)
2.11.4	Ablutions	Option A Option B <b>NOT APPLICABLE</b>	Contractor - his cost Employer - free of charge
			<b>A</b>
<b>3.0 INSURANCES AND SECURITIES</b>			
3.1 [3.4.1]	Public liability insurance to be effected by:	<b>CONTRACTOR</b>	[Employer/Contractor]
	For the sum of:	<b>N/A</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.2 [3.4.2]	Contract works insurance to be effected by:	<b>CONTRACTOR</b>	[Employer/Contractor]
	For the sum of:	<b>Contract Sum plus 10%</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.3 [3.4.3]	Support insurance to be effected by the employer:	<b>N/A</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.4 [2.5]	The employer shall provide a Payment Guarantee:	<b>NO</b>	[Yes/No]
	For the sum of:	<b>N.A.</b>	[Amount]
[2.6]	The contractor shall waive his lien where a payment guarantee is provided:	<b>N.A.</b>	[Yes/No]
<b>4.0 PRACTICAL COMPLETION DATES AND PENALTIES</b>			
4.1 [7.1.2]	For the works as a whole:		
	The date for practical completion:	<b>To be determined</b>	[Date]
	Penalty per calendar day:	<b>0.04% of the Contract Sum per calendar day</b>	
	Contract Period	<b>90</b>	Calendar days

5.0	<b>DOCUMENTS AND GENERAL</b>																		
5.1 [4.5]	Construction document copies to be supplied to the <b>contractor</b> free of charge:	<b>3</b>	[No of]																
5.2 [4.1]	The <b>contractor</b> shall provide the <b>priced document</b> : Complete Schedule of rates is to be submitted on the day of the Quotation closing date.	<b>"A"</b>	[Addendum No.]																
5.3 [1.8]	Changes made to <b>JBCC</b> standard documents:	<b>Yes</b>	[Yes/No]	<b>"B"</b> [Addendum No.]															
Additions, deletions and alterations to the JBCC Minor Works Agreement: <b>The following clauses is N/A to this contract:</b> <table border="1"> <tr><td>Omit Clause 2.1 and 2.2; 2.4 to 2.7</td></tr> <tr><td>Omit Clause 3.4 and 3.5;</td></tr> <tr><td>Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6</td></tr> <tr><td>Omit Clauses 7.1.1</td></tr> <tr><td>Omit Clause 12.3.2;</td></tr> <tr><td>Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16</td></tr> <tr><td>Omit Clauses 14.9</td></tr> <tr><td>Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8</td></tr> <tr><td>Omit Clauses 16.1.1 and 16.4.7 and 16.4.8</td></tr> <tr><td>Omit Clauses 17.2.6 and 17.2.7</td></tr> <tr><td>In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."</td></tr> <tr><td>In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."</td></tr> <tr><td>In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."</td></tr> <tr><td>In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."</td></tr> <tr><td>See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.</td></tr> </table>					Omit Clause 2.1 and 2.2; 2.4 to 2.7	Omit Clause 3.4 and 3.5;	Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6	Omit Clauses 7.1.1	Omit Clause 12.3.2;	Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16	Omit Clauses 14.9	Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8	Omit Clauses 16.1.1 and 16.4.7 and 16.4.8	Omit Clauses 17.2.6 and 17.2.7	In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."	In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."	In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."	In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."	See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.
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5.4 [5.2.1]	Work to be undertaken by <b>direct contractors</b> :	<b>No</b>	[Yes/No]	<b>N/A</b> [Addendum No.]															
5.5 [5.1.7]	Interim <b>payment certificate</b> to be issued by:	<b>18</b>	[Date of Month]																
5.5 [1.1] [6.2.9]	Schedule of Price cost Amounts (if applicable). The amounts in this schedule <u>are</u> to be included in the quotation amount:																		
	<table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>3</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>					Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
	Description	Amount																	
1	N/A	N/A																	
2	N/A	N/A																	
3	N/A	N/A																	
5.6 [1.1] [6.2.10]	Schedule of Employer allowances (if Applicable). This amounts in this schedule is for information purposes only and are <u>not</u> to be included in the quotation amount.																		
	<table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>3</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>					Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
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1	N/A	N/A																	
2	N/A	N/A																	
3	N/A	N/A																	
5.7 [8.1.1] [5.2.1]	Schedule of work by <b>direct subcontractors</b> . Note: This schedule is for information purposes only and are <u>not</u> to be included in the quotation amount. Description and estimated values:																		
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1	N/A	N/A																	
2	N/A	N/A																	
3	N/A	N/A																	
5.8 [3.2.3]	Direct contractor's total insurance cover: <b>Not Applicable</b>																		
5.9 [1.1]	Quotation submissions shall close at the time and on the date as stated in the <b>T1.1 - Bid Notice and Invitation to Quote</b>																		
6.0	<b>DECLARATION BY THE PRINCIPAL AGENT</b>																		
	I, the <b>principal agent</b> named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, Tenderer's will be informed thereof in writing forthwith.																		
	Principal Agent		Date																
<b>Part 2: CONTRACT DATA COMPLETED BY THE CONTRACTOR (MINOR WORKS AGREEMENT CONTRACT DATA CE) (JBCC Series 2000 Edition 4.0 Code 2108-CE August 2007)</b>																			
1.0	<b>CONTRACT DATA - CONTRACTOR</b>																		
	<b>CONTRACTING PARTY</b>																		
	<b>Note:</b> All information for this section requires to be filled in by the <b>contractor</b> . The <b>Project Leader/Employers Agent</b> shall not pre-select or fill in any of the alternatives available to the <b>contractor</b> .																		

<p>1.1 [1.1]</p> <p>[1.2]</p>	<p><b>Contractor / Tenderer:</b></p> <p>Postal address: _____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Code: _____</p> <p>Fax: _____</p> <p>Tax / VAT Registration No: <input type="text"/></p> <p>Physical address: _____</p> <p>_____</p> <p>_____</p>									
<p>2.0</p> <p>2.1</p> <p>2.1.1 [2.2]</p> <p>2.1.2 [2.3, 13.9]</p> <p>2.1.3 [2.7]</p>	<p><b>SECURITIES</b></p> <p>The security provision selected is:</p> <table border="1"> <tr> <td>Variable Construction Guarantee:</td> <td><b>NO</b></td> <td>[Yes/No]</td> </tr> <tr> <td>Retention:</td> <td><b>YES</b></td> <td>[Yes/No]</td> </tr> <tr> <td>Advanced Payment is required. Where "Yes":</td> <td><b>NO</b></td> <td>[Amount]</td> </tr> </table> <p><i>Note: Advance Payment Guarantee equal in value to above amount [2.1.3] is required from contractor.</i></p>	Variable Construction Guarantee:	<b>NO</b>	[Yes/No]	Retention:	<b>YES</b>	[Yes/No]	Advanced Payment is required. Where "Yes":	<b>NO</b>	[Amount]
Variable Construction Guarantee:	<b>NO</b>	[Yes/No]								
Retention:	<b>YES</b>	[Yes/No]								
Advanced Payment is required. Where "Yes":	<b>NO</b>	[Amount]								
<p>3.0</p> <p>3.1 [14.3]</p> <p>3.1.1</p> <p>3.1.2</p> <p>3.2</p> <p>3.2.1</p> <p>3.3</p>	<p><b>PAYMENT AND ADJUSTMENT OF PRELIMINARIES</b></p> <p><b>Payment of Preliminaries</b></p> <p>The payment of preliminaries related to minor works shall be according to Option A only:</p> <p><b>Option A</b></p> <p>Assessed by the <b>principal agent</b> as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the <b>contract sum</b> excluding:</p> <ul style="list-style-type: none"> <li>The amount for preliminaries</li> <li>Any contingencies</li> </ul> <p>All inclusive of <b>tax</b></p> <p><b>Option B (Not Applicable)</b></p> <p><b>Adjustment of Preliminaries</b></p> <p>The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the <b>contractor</b> for this purpose in terms of Option A and shall preclude any further adjustment of preliminaries.</p> <p>Adjustment of preliminaries in terms of Option A shall apply notwithstanding the actual employment of resources by the <b>contractor</b> in the execution of the <b>works</b>. The adjustment of preliminaries shall be based on the option as selected in the <b>contractor's</b> quote.</p> <p>For the adjustment of the preliminaries both the contract sum and the contract value shall exclude:</p> <ul style="list-style-type: none"> <li>The amount of preliminaries</li> <li>Any contingency sum</li> </ul> <p>All inclusive of <b>tax</b></p> <p><b>Option A</b></p> <p>The amount of preliminaries shall be adjusted in the following categories:</p> <ul style="list-style-type: none"> <li>An amount which shall not be varied</li> <li>An amount which shall be varied in proportion to the <b>contract value</b> as compared with the <b>contract sum</b></li> <li>An amount which shall be varied in proportion to the <b>construction period</b> as compared to the initial construction period excluding revisions to the <b>construction period</b> for which the <b>contractor</b> is not entitled to adjustment of the <b>contract value</b> in terms of the <b>agreement</b></li> </ul> <p>The contractor shall, within fifteen (15) working days of taking possession of the <b>site</b>, give the <b>principal agent</b> a breakdown, subdivided onto the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the <b>principal agent</b>. Should the <b>contractor</b> fail to provide such information within the period stipulated then the amount for the preliminaries shall be deemed to be subdivided into the following proportions:</p> <ul style="list-style-type: none"> <li>10% (ten per cent) which amount shall not be varied</li> <li>15% (fifteen per cent) which amount shall be varied in proportion to the <b>contract value</b> as compared with the <b>contract sum</b></li> <li>75% (seventy-five per cent) which amount shall be varied in proportion to the <b>construction period</b> as compared with the initial <b>construction period</b></li> </ul> <p>For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7.5% (seven and a half per cent) of the contract sum excluding any contingency sum inclusive of <b>tax</b>.</p> <p><b>Payment certificate cash flow</b></p> <p>The contractor shall provide all reasonable assistance to the <b>principal agent</b> in the preparation of cash flow projections of claims for <b>payment certificates</b> where required by the <b>employer</b>. The projections shall be based on the <b>programme</b> and shall be updated as and when the <b>programme</b> requires updating. The cooperation of the <b>contractor</b> in terms of this item shall not prejudice his right to receive payment in terms of the <b>agreement</b>.</p>									

3.4 [6.1.4]	Meetings at which <b>contract minutes</b> are recorded shall be held:	<b>MONTHLY</b>	[State Period]
3.5 [13.3]	Valuations date for payments shall be on:	<b>11</b>	Of the month
4.0	<b>EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS</b>		
4.1 [1.6]	Changes (if any) in terms of the Employer's Contract Data are accepted :	<b>YES</b>	[Yes/No]
	Where "Yes" an addendum referenced to this clause is to be attached should the space provided be insufficient.		
	1. See paragraph 5.3 above for clauses that are not applicable to this contract. 2. _____ 3. _____ 4. _____		
5.0	<b>THE QUOTE</b>		
5.1 [1.1]	The accepted <b>contract sum</b> inclusive of <b>Value Added Tax</b> is:	R	
	<b>Amount in words:</b> _____ _____ _____		
6.0	<b>SIGNATURES OF THE CONTRACTING PARTIES</b>		
[20.0]	We the <b>Employer</b> and <b>Contractor</b> accept the above conditions and the offer in terms of 5.0 and hereby enter into a contract for the execution and completion of the <b>works</b> . This agreement is the entire contract between the parties regarding the matters addressed herein. No representation, term, condition, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.		
	Thus done and signed at.....on .....of.....200....		
	<div style="border: 1px solid black; width: 150px; height: 20px; margin-bottom: 5px;"></div> Name of signatory	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Capacity of signatory	<div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> for and behalf of the <b>Employer</b> who by signature hereof warrants authorisation hereto
	as Witness (1) <div style="margin-top: 10px;">           Name: _____            Address: _____            _____            _____         </div>		
	as Witness (2) <div style="margin-top: 10px;">           Name: _____            Address: _____            _____            _____         </div>		
	Thus done and signed at.....on .....of.....200....		
	<div style="border: 1px solid black; width: 150px; height: 20px; margin-bottom: 5px;"></div> Name of signatory	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Capacity of signatory	<div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> for and behalf of the <b>Contractor</b> who by signature hereof warrants authorisation hereto
	as Witness (1) <div style="margin-top: 10px;">           Name: _____            Address: _____            _____            _____         </div>		
	as Witness (2) <div style="margin-top: 10px;">           Name: _____            Address: _____            _____            _____         </div>		

**PART C2: PRICING DATA**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

**C2.1 Pricing Instructions**

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.



## PART C2.2: PRICING SCHEDULE

<b>Project title:</b>	<b>Mtubatuba Transport : Mtuba Camp: Supply and Place 3 Bedroom Parkhome</b>		
<b>Quotation no: UM3228U</b>		<b>WIMS no:</b>	<b>076142</b>

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	PRICE
1	Allow the amount to the max of R5000.00 for Health and Safety requirements, H.I.V. and AIDS awereness. Note: It is payable provided that proof of purchase is given and verified correct.	Sum	Sum	R 5 000,00	R 5 000,00
2	Supply and Install Parkhome, Volumetric building No.1,Drakensberg Range, M12D2B1 drak - 3 Bedroom residential 12 metre * 6,8 metre	No	1		
	<b>Building work</b>				
3	Blinds - hunters Green to fit window 1100*1200	No	7		
4	Burglar Guards- Aluminium - FWS 1100*1200	No	7		
5	Skirting - chromadek Skirting (based on 500mm spacing)	No	38		
6	Guttering -Plastic - Plastic Guterling per metre	No	24		
7	Steps - 2 Tier	No	2		
	<b>SITING</b>				
8	Double wide - 12.0M *6,8M - Site, concrete stand	item	item		
	<b>TRANSPORT</b>				
9	255 KMs	item	item		
	<b>PROVISION SUM</b>				
10	Provision for inspection, placing of parkhome to ensure that it leveled and will be in good condition and fuction properly.	item	item		
				<b>SUB TOTAL R</b>	
				<b>VAT (15%) R</b>	
				<b>GRAND TOTAL (Transfer to C1.1) R</b>	



**PART C3.1: SCOPE OF WORKS**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

**C3.1 - SCOPE OF WORKS****1. DESCRIPTION OF THE WORKS**

DEPATMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)

**2. EXTENT OF THE WORKS**

CLEAR THE SITE AND LEVEL, PLACE CONCRETE SLAB TO RECEIVE PARKHOME

**3. LOCATION OF THE WORKS**

MTUBATUBA

**4. CERTIFICATION BY RECOGNIZED BODIES**

Any specific institutions which may certify items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

**5. SERVICES TO BE PROVIDED**

State requirements, as necessary for the contract to:

- Hook up to, and distribute, water, electricity and telecommunication services

Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

**6. UNAUTHORISED PERSONS**

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer

The contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

**7. ELECTRONIC PAYMENTS**

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.

**8. DAILY RECORDS**

Add the requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.

**9. PAYMENT CERTIFICATES**

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer. Contractor's must ensure that they submit their Tax Invoice with their claim for timeous payment.

**10. PERMITS**

State requirements for Contractor's staff to have security \ entrance permits and the like.

**11. PROOF OF COMPLIANCE WITH THE LAW**

State specific documents / methods by which compliance with any legislation is to be verified, as necessary.

## C3.2 SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counseling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counseling.

## **5 Requirements**

### **5.1 General requirement**

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counseling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

***The provisions of 5.1 c) and d) do not apply to this contract.***

### **5.2 HIV awareness programme**

**5.2.1** The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

**Note: The National Department of Public Works maintains a list of qualified service providers.**

**5.2.2** The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

**5.2.3** The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

**The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)**

### **5,3 Reporting**

- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.**

*The HIV /Aids awareness programme described in 5.2 shall in addition be conducted for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be responsible for inviting identifiable community-based institutions and organisations, churches, and schools to participate in the programme.*

**C3.3 HIV/STI COMPLIANCE REPORT**

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:

076142

Payment Claim number:

Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

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2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

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3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

**NOT APPLICABLE**

4. Counseling, support and care (summarise information provided).

**NOT APPLICABLE**

5. HIV awareness programme (briefly describe action).

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[illegible]

**For Contractor:**

Signature: \_\_\_\_\_

**Employer's representative:**

Signature: \_\_\_\_\_

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

<b>C3.4 SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)</b>			
<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Project Code:</b>	<b>076142</b>	<b>EPWP NO:</b>	<b>N/A</b>

**Introductory notes:**

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

**DESCRIPTION OF THE WORKS****Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

**Labour-intensive works**

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

**LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

**Table 1: Skills programme for supervisory and management staff**

<b>Personnel</b>	<b>NQF level</b>	<b>Unit standard titles</b>	<b>Skills programme description</b>
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

## EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the EPWP per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:
- the average worker completes 5 tasks per week in 40 hours or less; and
  - the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive
- where the head of the household has less than a primary school education;
  - that have less than one full time person earning an income;
  - where subsistence-agriculture is the source of income;
  - that who are not in receipt of any social security pension income.
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
- 55 % women;
  - 55% youth who are between the ages of 18 and 35; and
  - 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
- 1.2.1 Definitions  
Targeted labour: Unemployed persons who are employed as local labour on the project.
- 1.2.2 Contract participation goals
- 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
  - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- 1.2.3 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

**1.2.4 Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

**1.2.5 Variations to SANS 1914-5****1.2.5.1 The definition for net amount shall be amended as follows:**

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

**1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.****1.3 Training of targeted labour****1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.****1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.****1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.****1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.****1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.****GENERIC LABOUR-INTENSIVE SPECIFICATION****1 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

**2 Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

**3 Hand excavateable material**

Hand excavateable material is material:

**a) Granular materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**b) Cohesive materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of. 60 degrees with respect to the horizontal) into the material being used.

**Table 2: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point.

#### 4 Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

#### 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### 6 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

- 7 Clearing and grubbing**  
Grass and small bushes shall be cleared by hand.
- 8 Shaping**  
All shaping shall be undertaken by hand.
- 9 Loading**  
All loading shall be done by hand, regardless of the method of haulage.
- 10 Haul**  
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.
- 11 Offloading**  
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.
- 12 Spreading**  
All material shall be spread by hand.
- 13 Compaction**  
Small areas may be compacted by hand provided that the specified compaction is achieved.
- 14 Grassing**  
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.
- 15 Stone pitching and rubble concrete masonry**  
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.  
  
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.  
  
Grout shall be mixed and placed by hand.
- 16 Manufactured Elements**  
Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

**PART C4.1: SITE INFORMATION**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT - MTUBA CAMP: SUPPLY AND PLACE 3 BEDROOM PARKHOME (RESIDENTIAL)</b>		
<b>Quotation no:</b>	<b>UM3228U</b>	<b>Project Code:</b>	<b>076142</b>

**C4.1 - Site Information**

Bidders are advised to visit the site before pricing in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

**GENERAL**

- (a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data, information and site plan.
  
- (b) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein.

## **C4.2 - Geotechnical Investigation Report**

Refer to Geotechnical Investigation Report attached to this document for any reference to the subsoil conditions.



# **PART A INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:

CLOSING DATE:

CLOSING TIME:

DESCRIPTION

**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 (STREET ADDRESS)**

## **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

B-BBEE STATUS LEVEL VERIFICATION  
CERTIFICATE

[TICK APPLICABLE BOX]

TCS PIN:

☐ Yes

☐ No

OR CSD No:

B-BBEE STATUS  
LEVEL SWORN  
AFFIDAVIT

☐ Yes

☐ No

IF YES, WHO WAS THE CERTIFICATE  
ISSUED BY?

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 PREFERENCE 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

CAPACITY UNDER WHICH THIS BID IS  
SIGNED (Attach proof of authority to sign  
this bid; e.g. resolution of directors, etc.)

DATE

TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE (ALL  
INCLUSIVE)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY

CONTACT PERSON

CONTACT PERSON

TELEPHONE NUMBER

TELEPHONE NUMBER

FACSIMILE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

## 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) OR 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 SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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 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

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.

## SBD 4

## DECLARATION OF INTEREST

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....

[illegible]

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

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

- 1 This Standard Bidding Document must form part of all bids invited.
- 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.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(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).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

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

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE  
(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a



fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---	---

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

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

1.6 A bid may be disqualified if –

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

## 2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Fasteners</u>	<u>100%</u>
<u>Electrical Cable</u>	<u>90%</u>
<u>Roof and Cladding</u>	<u>100%</u>
<u>Plastic Pipes &amp; Fittings</u>	<u>100%</u>
<u>Frames</u>	<u>100%</u>
<u>Fabricated Structural Steel</u>	<u>100%</u>
<u>Joining / Connecting Components</u>	<u>100%</u>
<u>Gutters, downpipes &amp; launders</u>	<u>100%</u>

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

YES		NO	
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- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

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

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

**NB**

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

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

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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