



QUOTATION

EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT ALF5-22/23-020

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 18 NOVEMBER 2022 TIME: 11:00 am

Department of Public Works &
Infrastructure, Corner of Nkosi Senyukele
Jojo and Ngqubusini Street, Off Ntsizwa
Street
Mt Ayliff
4735



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works & Infrastructure invites Contractors with a CIDB Grading of **1 ME OR 1ME PE OR HIGHER** in the following class of works (**ME**) to tender for **EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT**

The contract will be based on GCC 2015.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Tender Documents are downloadable for free of charge from the Department of Public Works & Infrastructure website: www.ecdpw.gov.za/tenders from the **28 October 2022**.

Technical enquiries: may be addressed in writing to Mr. X Ntswayi – email: xhanti.ntswayi@ecdpw.gov.za

A **Non- Pre-tender briefing meeting** with bidders and the Department of Public Works & Infrastructure personnel will take place at Maluti Depot Training Centre site, Alfred Nzo Region **on 10 November 2022** starting at **12h00-13h00**.

The closing time for receipt of tenders by the ECDPW is **11:00am** on the **18 November 2022**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked “**TENDER NO: ALF5-22/23-020: EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT ALF5-22/23-020**” must be deposited in the bid box, at Block A, Department of Public Works & Infrastructure, Cnr Nkosi Senyukele & Ngqubusini street, off Ntsizwa street, Mt Ayliff, 4735 not later than **11h00 am**.

It is the responsibility of the bidder/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Bidders using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. BID EVALUATION:

This bid will be evaluated in Three (3) Phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions.

Phase Two: In terms of the stipulated minimum threshold for local Production and Content (Designated sectors). Cable products at 90% and Plastic pipes and fittings at 100%, Pumps at 70% and Steel products at 100% minimum threshold in terms of the stipulated minimum threshold for local Production and Content (Designated sectors).

Phase Three: Tenderers passing all phases above will thereafter be evaluated on PPPFA of 2017.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for BBBEE	-	20 points
Maximum points	-	100 points



C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation for compliance and other bid conditions are detailed in the document.

The Department of Public Works SCM policy applies.

Tender validity period is **90 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **“TENDER NO: ALF5-22/23-020 EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT** must be deposited in the bid box, Block A, Department of Public Works & Infrastructure, Cnr Nkosi Senyukele Jojo & Ngqubusini Street, Off Ntsizwa street, Mt Ayliff, 4735 .

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAYBE DIRECTED TO:

- **SCM RELATED ENQUIRIES**

Mr. S. Mgcikeni

Tel No: **039 254 6844**

Email Address: sithembile.mgcikeni@ecdpw.gov.za

- **TECHNICAL ENQUIRIES**

Mr. X. Ntswayi

Tel No.: **039 254 6711**

Cell No: 078 405 7982 during office hours

Email Address: xhanti.ntswayi@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Public Works & Infrastructure
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2 : Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Sithembile Mgcikeni</p> <p>Corner of Nkosi Senyukele Jojo & Ngqubusini Street, Off Ntsizwa Street</p> <p>Mt Ayliff • 4735•</p> <p>Tel: 039 254 6844</p> <p>E-mail: sithembile.mgcikeni@ecdpw.gov.za</p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	<p>Method3: Three (3) stage procurement procedure shall be applied, i.e.</p> <p>Phase One: Compliance, responsiveness to the bid rules and conditions.</p> <p>Phase Two: In terms of the stipulated minimum threshold for local Production and Content (Designated sectors). Cable products at 90% and Plastic pipes and fittings at 100%, Pumps at 70% and Steel products at 100% minimum threshold in terms of the stipulated minimum threshold for local Production and Content (Designated sectors).</p> <p>Phase Three: Tenderers passing all phases above will thereafter be evaluated on PPPFA of 2017.</p>



4	Tender's obligations
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:
4.1.1	<p>Only those tenderers 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 tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 1 ME OR 1 ME PE OR HIGHER class of work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> Every member of the joint venture is registered with the CIDB; The lead partner has a contractor grading designation in the 1 ME OR 1 ME PE OR HIGHER class of work; and <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 1 ME OR 1 ME PE OR HIGHER class of work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>
4.1.2	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 1 ME OR 1 ME PE OR HIGHER class of work; and Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading 1 ME OR 1 ME PE OR HIGHER in terms of a) above and who satisfy the following criteria: <ol style="list-style-type: none"> Potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and Whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.
4.2	<p>The employer will compensate the tender as follows as per the conditions of the Form of Contract signed GCC 2015.</p> <p>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	There will be a non-compulsory briefing meeting at Maluti Depot site in Maluti on the 10th of November 2022 @ 12pm-13pm
4.4	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.



4.5	<p>Confidentiality and copyright of documents</p> <p>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.</p>
4.6	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Tender documents will also be made available at the clarification meeting</p>
4.7	<p>Seek clarification</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer no later than 5 (Five) working days before the closing time and date stated in the tender data.</i></p>
4.8	Tenderers are required to state the rates and currencies in Rands.
4.9	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>
4.10	No alternative tender offers will be considered
4.10.1	<p>Parts of each tender offer communicated on paper shall be submitted as an original. Submit</p> <p>a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and</p> <p>b) the parts communicated electronically by the employer or its agents on paper format with the tender.</p>
4.10.2	The successful bidder will take full liability during the 2 months service period.
4.10.3	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Block A</p> <p>Physical address: Corner of Nkosi Senyukele Jojo & Ngqubusini Street, Off Ntsizwa Street Mt Ayliff • 4735•</p> <p>Identification details: ALF5-22/23-020 and the closing date and time is 18th of November 2022 @ 11:00 am</p>
4.10.4	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.10.5	A two-envelope procedure will not be required.
4.10.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.11	The closing time and date for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.12	The tender offer validity period is 90 days .



4.13	Access shall be provided for the following inspections, tests and analysis: N/A																				
4.14	Return all retained tender documents within 28 days after the expiry of the closing period: N/A																				
5	Employer's undertakings																				
5.1	The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing date and time.																				
5.2	Tenders will be opened immediately after the closing date and time for tenders at 11:00am hours .																				
5.3	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.																				
5.3.1	<div>Table F.1: Formulae for calculating the value of A</div> <table><tr><td>Formula</td><td>Comparison aimed at achieving</td><td>Option 1^a</td><td>Option 2^a</td></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$</td><td>$A = \left(\frac{(P)}{P_m}\right)$</td></tr><tr><td>2</td><td>Lowest price or percentage commission/ fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$</td><td>$A = \left(\frac{(P_m)}{P}\right)$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer</td></tr><tr><td>P</td><td colspan="3">is the comparative offer of the tender offer under consideration</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = \left(\frac{(P)}{P_m}\right)$	2	Lowest price or percentage commission/ fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = \left(\frac{(P_m)}{P}\right)$	a	P _m is the comparative offer of the most favourable comparative offer			P	is the comparative offer of the tender offer under consideration		
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5.3.2	The procedure for the evaluation of responsive tenders is Method 3: Administrative requirements and Mandatory requirements, Local content, Price and Preference.																				
5.3.3	<div>Phase One: Compliance, responsiveness to the bid rules and conditions. Phase Two: In terms of the stipulated minimum threshold for local Production and Content (Designated sectors). Cable products at 90% and Plastic pipes and fittings at 100%, Pumps at 70% and Steel products at 100% minimum threshold in terms of the stipulated minimum threshold for local Production and Content (Designated sectors). Phase Three: Tenderers passing all phases above will thereafter be evaluated on PPPFA of 2017.</div> <div><u>PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES AND CONDITIONS</u></div> <div>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</div> <div><div>i. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</div><div>ii. Bid proposals must be submitted in an original format (re-typed bid documents will not be accepted)</div><div>iii. Form of offer and Acceptance must be duly completed and signed. The amount reflected on the form of offer and acceptance takes precedence over any other total amount indicated elsewhere in tenderer's tender submission. If the form of offer and acceptance has no value in words, the tenderer will be regarded as having made no offer.</div><div>iv. Returnable schedule: SBD 1- Invitation to bid: Part A should be complete, Part B must be duly completed and signed. NB: (It is compulsory to complete the following: signature of bid, capacity under which this bid is signed and date).</div></div>																				



- v. Bidder must be registered with **CIDB grading of 1ME OR 1 ME PE OR HIGHER** in the following class of works (ME) as per the tender notice and requirements. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (**advert till award stage**).
- vi. Bidders must be a legal entity or sole proprietor or partnership or joint venture or consortia.
- vii. The **SBD 4** declaration form must be duly completed and signed:
 - All questions from **2.1 to 2.3**, must be adequately answered.
 - All questions from **3 to 3.6** must also be adequately completed and signed.
 - In the event a director or one 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, such interest must be disclosed on question 2.3.1 and failure to disclose will result in the elimination of the bidder (this information will be verified by evaluation committee through CSD).
- viii. Resolution to Sign must be duly completed and signed (applicable if the company has **more than one** shareholder or director).
- ix. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered.
- x. If a bidder is a **VAT Vendor/registered**, the bidder is required to explicitly state the VAT amount. VAT Vendors must include **VAT at 15%** in their bid offer(s)
- xi. This tender will be awarded as a whole (Inclusive provisional sums and allowances). All trades listed in the Bills of Materials or Pricing schedule must be priced for, failure to do so will result in increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
- xii. The bidder must submit an authorised copy of the following certificate;
 - **Electrician Trade certificate or Mechanical trade certificate or Fitter trade certificate or Fitter and Turner trade certificate;**

as an employee/ director and the accompanied by aforementioned certified copy or copies of the original certificate/s. Failure to do so will result in the elimination of the bidder.

PHASE TWO: EVALUATION ON LOCAL PRODUCTION AND CONTENT

1. On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 70%, 90% and 100% will be considered.
2. The relevant designated sector: Cable products at 90% and Plastic pipes and fittings at 100%, Pumps at 70% and Steel products at 100% minimum threshold in terms of the stipulated minimum threshold for local Production and Content (Designated sectors).
3. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.
4. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration.



5. If the raw material or input to be used for a specific item is not available locally, bidders must obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.
6. Bidders must complete SBD 6.2 with annexure C and it must be submitted with the bid at the closing date and time. Failure to submit will invalidate the bid.

Other Conditions of bid

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
2. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
3. Prospective tenderers must register on CSD prior submitting bids. Any prospective tenderer found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process.
4. SBD 6.1- Preference points claim form in terms of the preferential procurement regulations 2017 (to be completed and signed) failure to do so will result in none awarding of points.
5. For bidders to qualify for BBBBEE points, the bidders are required to submit with the quotation: A valid original or valid original certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee-default.php) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A tenderer which is an EME or QSE can submit a duly signed valid original or valid original certified copy of a Sworn Affidavit attested by a Commissioner of Oaths. For an entity tendering as a joint venture, a valid consolidated B-B-BBEE Certificate meeting same requirements must be submitted with the bid. In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to do so zero points will be allocated for B-BBEE status level
6. The Department will contract with the successful bidder by signing a formal contract, GCC 2015 or issuing an official order.
7. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
8. Compulsory Enterprise Questionnaire should be dully completed and signed.
9. Compulsory Declaration must be dully completed.
10. Declaration: Validity of Information provided should be dully completed and signed.



PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000* (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2017

Criteria	Points
POINTS ON PRICE	80
B-BBEE	20
TOTAL	100

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{P - P_m}{P_m})$$

P_m

The value of value of W_1 is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.

5.3.4	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) – N/A
5.3.5	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.3.6	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.3.7	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.4	Tender offers will only be accepted if: 1. As per the Bid Conditions.
5.5	The number of paper copies of the signed contract to be provided by the employer is one(1).
5.6	The additional conditions of tender are: <ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.



T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> • Appropriate CIDB grading, 1 ME OR 1 ME PE OR HIGHER suitable for the works (as stated in 4.1.1).
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> • As per the bid conditions
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> • For bidders to qualify for BBBBEE points, the bidders are required to submit with the quotation: A valid original or valid original certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee-default.php) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A tenderer which is an EME or QSE can submit a duly signed valid original or valid original certified copy of a Sworn Affidavit attested by a Commissioner of Oaths. For an entity tendering as a joint venture, a valid consolidated B-B-BBEE Certificate meeting same requirements must be submitted with the bid. In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to do so zero points will be allocated for B-BBEE status level • A CSD Report for a contractor with valid and correct information.
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> • As per the Bid conditions.
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender.</p> <p><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>



6	<p>Information and data to be completed in all respects</p> <p>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 nonresponsive.</p>
7	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> Who is in the service of the state; or If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or A person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> A member of: - <ol style="list-style-type: none"> Any municipal council; Any provincial legislature; or The National Assembly or the National Council of Provinces; A member of the board of directors of any municipal entity; An official of any Department or municipal entity; An employee of any national or provincial department; Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); A member of the accounting authority of any national or provincial public entity; or An employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including the following:</p> <ol style="list-style-type: none"> The name of that person; The capacity in which that person is in the service of the state; and The amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.</p>



11	Opening of tender submissions Tenders will be opened immediately after the closing time and date for tenders
12	Scoring quality / functionality: N/A
13	Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the 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) Tender validity period has expired. Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the Litigation route.

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- As per the bid Conditions

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)

3 Returnable Schedules that will be incorporated into the contract

- As per the Bid Conditions



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ALF5-22/23-020	CLOSING DATE:	18 NOVEMBER 2022	CLOSING TIME:	11h00 am
DESCRIPTION:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Block A, Department of Public Works, Cnr Nkosi Senyukele & Ngqubusini street, off Ntsizwa street, Mt Ayliff, 4735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr S. Mgcikeni		CONTACT PERSON	X. Ntswayi	
TELEPHONE NUMBER	0392546844		TELEPHONE NUMBER	078 405 7982	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sithembile.mgcikeni@ecdpw.go.za		E-MAIL ADDRESS	xhanti.ntswayi@ecdpw.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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]					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / 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.
2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS WILL RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:



Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

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, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number Tax reference number		
Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.		
Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.		
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:		
i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;		
ii) confirms that the 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 Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) 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;		
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and		
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.		

Signed

Date

Name

Position



Compulsory Declaration

B

1. COMPULSORY DECLARATION

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	(State Not Registered if not registered for VAT)

Section 4: Central Supplier Database Registration Number

Central Supplier Database Registration number (Compulsory)	
CIDB Registration number (if applicable)	



Section 5: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Name of principal	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 family member in the service of the state

Family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Name of family member	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 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);



- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Consultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.



SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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



SBD 4

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



SBD4

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1

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, TENDERERS 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).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a tenderer 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 tenderer, 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 authorised 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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 tenderer 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. BID DECLARATION

5.1 Tenderers 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		NO	
-----	--	----	--

7.1.1 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 or QSE

(**Tick applicable box**)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a



fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF TENDERERS(S)

DATE:

ADDRESS

.....

.....



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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on 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) make provision for the promotion of local production and content.
- 1.2. Regulation 8(2)(b) states 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 tenders 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 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:



No.	Description of services, works or goods	Unit (e.g. m2, m3, ton, etc)	Quantity	Stipulated minimum threshold
1	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	tonnes	261.95	100%
2	Mild steel reinforcement to structural concrete work: 10 mm diameter bars	tonnes	240	100%
3	Furniture High back Chair	No.	261.95	85%

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

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

- 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

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	R14 / \$1
Pound Sterling	R19.50 / 1 pound
Euro	R14.10 / 1 Euro
Yen	R0.50/ 500Yens
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. SCMU5-18/19-0888.....

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

DEPARTMENT OF PUBLIC WORKS.....

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, **MKHAYA PHONDO** (full names), do hereby declare, in my capacity as **DIRECTOR**.....of **PHONDO CONSTRUCTION**.....(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
- (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 370 940
Imported content (x), as calculated in terms of SATS 1286:2011	R 62 868
Stipulated minimum threshold for local content (paragraph 3 above)	100% + 85%
Local content %, as calculated in terms of SATS 1286:2011	83.05%

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 of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA) 2009 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: 23 Oct 2018 _____

WITNESSES: _____

DATE: 23 Oct 2018 _____

WITNESS No. 2 _____

DATE: 23 Oct 2018 _____



on of BHISHO JSS School		
ucts and Structures and Furniture		
nt of Public Works (EC)		
CONSTRUCTION (PTY) LTD		
la		
85%		
		Calculate
Tender price ea (excl. VAT)	Exempted imported value	Tender value net of exempted imported content
	(C11)	(C12)
R 35.00	R 0.00	R 35.00



Annex D												SATS 1286.2011	
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	SCMU5-18/19-0888					Note: VAT to be excluded from all calculations						
(D2)	Tender description:	Construction of BHISHO JSS School											
(D3)	Designated Products:	Furniture products											
(D4)	Tender Authority:	Department of Public Works (EC)											
(D5)	Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD											
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
A. Exempted imported content													
Calculation of imported content										Summary			
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
(D19) Total exempt imported value										R 0			
This total must correspond with Annex C - C 21													
B. Imported directly by the Tenderer													
Calculation of imported content										Summary			
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
(D32) Total imported value by tenderer										R 0			
C. Imported by a 3rd party and supplied to the Tenderer													
Calculation of imported content										Summary			
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)		
25	2mm Material fabric of a High back chair (1m x 2m)	No.	Walton Chinese fabric	\$12.00	R 14.00	R 168.00	R 37.00	R 35.00	R 240.00	262	R 62 868		
(D45) Total imported value by 3rd party										R 62 868			
D. Other foreign currency payments													
Calculation of foreign currency payments					Summary of payments								
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments								
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)								
EFT	FNB	Walton Chinese fabric	\$12	R 14.00	R 168								
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party													
Signature of tenderer from Annex B					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above								
Date: 24-Oct-18					R 62 868								
This total must correspond with Annex C - C 23													

Annex E

(E1)	Tender No.
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(E2) **Tender description:**

Construction of Bhisho JSS

Note: A to be excluded from all calculations

(E3)	Designated products:
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Steel Products and Structures

(E4)	Tender Authority:
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Department of Public Works (EC)

(E5)	Tendering Entity name:
------	-------------------------------

Phondo Construction

Signature of tenderer from Annex B

Date:

24-Oct-18

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, tenderers 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)].

3. General Conditions

- 3.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 3.2. 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.
- 3.3. Where necessary, for tenders 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.
- 3.4. 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.
- 3.5. 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.

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



4. 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:

No.	Description of services, works or goods	Unit (e.g. m², m³, ton, etc)	Quantity	Stipulated minimum threshold
1	Tank Steel Stand	No	1	100%
2	Mild steel 3 - 4mm thickness casing	m	50	100%
3	4mm ² ,3 - core Electrical cable	m	300	90%
4	1,1Kw SVM (Similar/Equivalent or better) Submersible Borehole Pump with a performance flow rate from 30L/min to 400L/min	No	1	70%

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

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

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

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: Tenderers 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.

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

NB

- 3 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 tenderer.
- 4 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>. Tenderers should first complete Declaration D. After completing Declaration D, tenderers 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 tenderers for verification purposes for a period of at least 5 years. The successful tenderer 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 tenderer entity),
the following:

- (f) The facts contained herein are within my own personal knowledge.
- (g) I have satisfied myself that:
 - (ii) 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
- (h) 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.

- (i) 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.



- (j) 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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PROCESS WHEN REQUESTING EXEMPTION LETTERS

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the **dti** will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

NB - Exemption letters are tender specific and applications are not transferrable.

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

E-mail: tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo

Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za



Annexure C

Annex C													SATS 1286.2011																																																																																																																																																																																																																																																																					
Local Content Declaration - Summary Schedule																																																																																																																																																																																																																																																																																		
(C1)	Tender No.	ALF5-21/22-02																																																																																																																																																																																																																																																																																
(C2)	Tender description:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT																																																																																																																																																																																																																																																																																
(C3)	Designated product(s)	Cables, Plastic pipes, fittings, Pumps and Steel Products																																																																																																																																																																																																																																																																																
(C4)	Tender Authority:	DPWI-Eastern Cape																																																																																																																																																																																																																																																																																
(C5)	Tendering Entity name:																																																																																																																																																																																																																																																																																	
(C6)	Tender Exchange Rate:	Pula		EU		GBP																																																																																																																																																																																																																																																																												
(C7)	Specified local content %																																																																																																																																																																																																																																																																																	
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Annexure D

Annex D											SATS 1286.2011		
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	ALF5-21/22- 020									Note: VAT to be excluded from all calculations		
(D2)	Tender description:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT											
(D3)	Designated Products:	Cables, Plastic pipes, fittings, Pumps and Steel products											
(D4)	Tender Authority:	DPWI-Eastern Cape											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
A. Exempted imported content				Calculation of imported content						Summary			
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)		
										(D19) Total exempt imported value R			
										This total must correspond with Annex C - C 21			
B. Imported directly by the Tenderer				Calculation of imported content						Summary			
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)		
										(D32) Total imported value by tenderer R			
C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary			
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)		
										(D45) Total imported value by 3rd party R			
D. Other foreign currency payments				Calculation of foreign currency payments						Summary of payments			
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments		
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)		
										(D52) Total of foreign currency payments declared by tenderer and/or 3rd party			
Signature of tenderer from Annex B										(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R			
Date:										This total must correspond with Annex C - C 23			



Annexure E

				SATS 1286.2011
Annex E				
Local Content Declaration - Supporting Schedule to Annex C				
(E1)	Tender No.	ALF5- 21/22-020	Note: VAT to be excluded from all calculations	
(E2)	Tender description:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT		
(E3)	Designated products:	Cables, Plastic pipes, fittings, Pumps and Steel products		
(E4)	Tender Authority:	DPWI- Eastern Cape		
(E5)	Tendering Entity name:			
	Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
		(E6)	(E7)	(E8)
		1		
		2		
		3		
		4		
		5		
		6		
		7		
		8		
		(E9) Total local products (Goods, Services and Works) R		
(E10)	Manpower costs	(Tenderer's manpower cost)		R
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R
		(E13) Total local content R		
		This total must correspond with Annex C - C24		
Signature of tenderer from Annex B				
	Date:			



***VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE
CERTIFICATE***

(IF APPLICABLE, ATTACH HERE)



SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB: CHOOSE ONE i.e EME or QSE!!!!)



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

3. I hereby declare under Oath that:
 - ☐ The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - ☐ The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - ☐ The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of



2013,

- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of.....Day.....Month.....Year, the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),
- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
 - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
 - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
- Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
Details are available on:
www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
- An electronic copy can also be requested through DPW offices (Supply Chain Offices)
- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

3. I hereby declare under Oath that:

- ☐ The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of.....Day.....Month.....Year, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
 - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
 - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
 - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
Details are available on:
www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A TENDERER **(ATTACH HERE)**



Form of Offer and Acceptance

Annex C (normative)

FORM OF OFFER AND ACCEPTANCE

Project title	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
ALF number	ALF5-22/23-020

OFFER

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

Exploration and installation of borehole with elevated backup tanks for Maluti Depot

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

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

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

.....Rand (in words);

R(in figures) (or other suitable wording)

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

Signature(s) _____

Tender's

Name(s) _____

Authorized Person

(Names) _____

Address of the

Tenderer: _____

Witnesses (Signatures):

1. _____ Date: _____

2. _____ Date: _____



ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature
Name
Capacity
for the
Employer
(Name and address of organization)
Name and signature
of witness Date

Schedule of Deviations

1 Subject
Details
.....
2 Subject
Details
.....
3 Subject
Details
.....

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (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.



C

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT		
SCMU NUMBER	ALF5-22/23-020		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



D

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
SCMU NUMBER	ALF5-22/23-020

Page	Clause /Item	Proposal

N/A

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Signed

Date

Name

Position

Enterprise name



E

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Mrs/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



G

CAPACITY OF THE TENDERER

PROJECT TITLE	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT		
SCMU NUMBER	ALF5-22/23-020		
WORK CAPACITY: (The Tenderer 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.) <i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project)</i>			
Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.			
Signed:	Date
Name:	Position
Enterprise Name:			



H

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach an Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS CLIENT.	OF VALUE	DATE COMPLETED
1					
2					
3					

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



I

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name

K

Evaluation Schedule - 1

Project title:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
Project Number:	ALF5-22/23-020

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

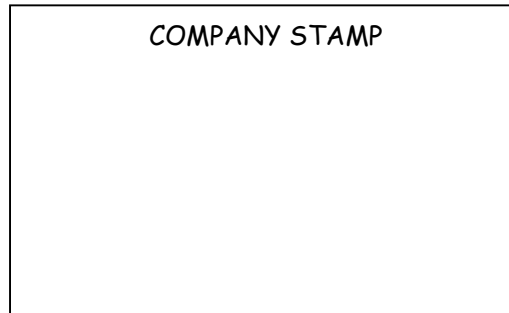


Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2019

Signature of principal agent



Name of Tenderer

Signature of Tenderer

Date



M

Evaluation Schedule - 2

Project title:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
Project Number:	ALF5-22/23-020

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:



Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2019.

Signature of principal agent

COMPANY STAMP

Name of Tenderer

Signature of Tenderer

Date



N

BASELINE RISK ASSESSMENT

PROJECT TITLE	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
SCMU NUMBER	ALF5-22/23-020
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

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

Name

Position

Enterprise name



VOLUME 2

C1.2 GENERAL CONDITIONS OF CONTRACT



C1.2. GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major



assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application



- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection
 - 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
 - 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
 - 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
 - 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success tenderer shall furnish to the purchaser the performance security of the amount specified in SCC.



- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the tenderer.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

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



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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

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

15. Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided



otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

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

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

16.4 A once off payment will be made after the submission of a close out report and other relevant information required by Project leader

16.5 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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



21. Subcontracts

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

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, a sum of R500.00 as a penalty, which is calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.



25. Anti-Dumping And Counter-Vailing Duties And Rights

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

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination For Insolvency

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

28. Settlement Of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided



that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and

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

30. Governing Language

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

31. Applicable Law

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

32. Notices

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

33. TAXES AND DUTIES

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred tenderer are in order.

34. Transfer Of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment Of Contracts

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

36. Duration

The contract duration is **2 months**



COVID - 19 REGULATIONS

Government notices • GoewermentskennisGewinGs

II. DEPARTMENT OF LABOUR

NO. 479

29 APRIL 2020

DEPARTMENT OF EMPLOYMENT AND LABOUR

COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020

III. DIRECTIVE BY THE MINISTER OF EMPLOYMENT AND LABOUR IN TERMS OF REGULATION 10 (8) OF THE REGULATIONS ISSUED BY THE MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS IN TERMS OF SECTION 27 (2) OF THE DISASTER MANAGEMENT ACT, 2002 (ACT NO. 57 OF 2002)

I, Thembelani Waltermade Nxesi, the Minister of Employment and Labour, acting in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) has determined that it is necessary to adopt and implement occupational health and safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule.

IV. MR. T. W. NXESI, MP MINISTER OF EMPLOYMENT AND LABOUR DATE: 28 APRIL 2020



V. SCHEDULE

COVID-19 Direction on Health and Safety in the Workplace

issued by the Minister in terms of Regulation 10(8) of the National Disaster

VI. Regulations

PREAMBLE

1. On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces.³ The Department of Employment and Labour appealed to employers to use the prescriptions of the OHSA in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.
2. In the period since the issuing of the guidelines, a clearer picture has emerged about COVID-19 and the nature of the hazard and risk in the workplace and the precautions that should be taken to minimise the risk. The purpose of these directives is to stipulate measures that must be taken by employers in order to protect the health and safety of workers and members of the public who enter their workplaces or are exposed to their working activities.
3. These directive seek to ensure that the measures taken by employers under OHSA are consistent with the overall national strategies and policies to minimise the spread of COVID-19.
4. The OHSA, read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.

3

<http://www.labour.gov.za/DocumentCenter/Publications/Occupational%20Health%20and%20Safety/COVID19%20Guideline%20Mar2020.pdf>



5. The OHSA further requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.

6. For the purposes of OHSA in the workplaces to which this Directive applies, the identifiable hazard relating to COVID-19 is that workers face is the transmission by an infected person to workers in the workplace. In workplaces to which the public has access, the hazard includes transmission of the virus by members of the public. Each situation requires special measures to be implemented by employers in order to prevent the transmission of the virus.

7. Although OHSA requires employers to review and update risk assessments on a regular basis, the new hazard posed by COVID-19 is clearly identifiable and the basic measures to eliminate or minimise the risk are now well known⁴. The object of conducting or updating a risk assessment in respect of COVID-19 is to provide specific focus on COVID-19 and adapt the measures required by this Directive to specific working environments taking into account the Risk Assessment Guides published online by the National Department of Health.

8. This Directive is based on infection transmission prevention and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.

9. This Directive recognises that there are sector specific measures that need to be taken into account and accordingly provides for sector guidelines to supplement this Directive.

⁴ These basic measures may be further refined in the sector guidelines or in amendments to the direction as the science on the transmission of the disease progresses.



10. This Directive does not reduce the existing obligations of the employer in terms of OHSA nor prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.

VII. DEFINITIONS

11. In this Directive, unless the context indicates otherwise –

“**BCEA**” means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);

“**COVID-19**” means Coronavirus Disease 2019;

“**Disaster Management Act**” means the Disaster Management Act, 2002 (Act No. 57 of 2002);

“**OHSA**” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“**PPE**” means personal protective equipment;

“**virus**” means the SARS-CoV-2 virus;

“**worker**” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer⁵; “**workplace**” means any premises or place where a person performs work.

VIII. APPLICATION

12. Subject to clause 13, this Directive applies to employers and workers in respect of-

12.1 the manufacturing, supply or provision of essential goods or essential services, as defined in Schedule 2 of the Regulations issued in terms of section 27(2) of the Disaster Management Act;

12.2 any workplace permitted to continue or commence operations before the expiry of those Regulations.

13. This Directive does not apply to workplaces-

13.1 excluded from the OHSA in terms of section 1(3) of the OHSA;

13.2 in which medical and health care services as defined in Schedule 2 in the Regulations issued in terms of section 27(2) of the Disaster Management Act (other than retail pharmacies) are performed;

⁵ The distinction between ‘worker’ and ‘employee’ in the Direction is used to ensure that all persons who in work in a workplace are protected and to locate the responsibility in respect of certain obligations imposed on the employer in respect of its employees such as an application for illness benefits or worker’s compensation.



13.3 in respect of which another Minister has issued a directive under those Regulations dealing with health and safety.

14. Subject to the employer's obligations under OHSA to conduct a risk assessment, employers with less than 10 employees need only apply the measures set out in clause 40 of this Directive.

IX. Period of application

15. This Directive remains in force for as long as the declaration of a national disaster published in *Government Gazette* 43096 on 15 March 2020 remains in force.

X. Administrative measures

16. Every employer must establish the following administrative measures:

16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.

16.2 If the employer employs more than 500 employees, that employer must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA to-

16.2.1 Its health and safety committee established in terms of section 19 of OHSA; and

16.2.2 The Department of Employment and Labour.⁶

16.3 It must notify all workers of the contents of this Directive and the manner in which it intends to implement it;

16.4 It must notify its employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;

16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in

⁶ Submission must be made to the Provincial Chief Inspector at
<http://www.labour.gov.za/AboutUs/Ministry/Pages/IES0320-7398.aspx>



which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;

16.6 It must ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision;

16.7 It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing, as contemplated in clause 17;

16.8 It must take measures to minimize contact between workers as well as between workers and members of the public;

16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;

16.10 If a worker has been diagnosed with COVID-19, an employer must-

16.10.1.1 inform the Department of Health⁷ and the Department of Employment and Labour; and

16.10.2 investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and

16.11 it must give administrative support to any contact-tracing measures implemented by the Department of Health.

XI. Social distancing measures

17. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.

⁷ Report may be made to the COVID-19 hotline: 0800 02 9999.



18. If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must-

18.1 arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working;
or

18.2 if necessary, supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.

19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens and lavatories. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.

Health and safety measures

20. Every employer must implement the following health and safety measures.

XII. Symptom screening

21. Every employer must take measures to-

21.1 screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);

21.2 require every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and

21.3 require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 21.1 and 21.2 while at work.

22. Employers must comply with any guidelines issued by the the National Department of Health in consultation with the Department in respect of –

22.1 symptom screening; and

22.2 if in addition required to do so, medical surveillance and testing.



23. If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –

23.1 not permit the worker to enter the workplace or report for work; or

23.2 if the worker is already at work immediately-

23.2.1 isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing; and

23.2.2 assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;

23.3 ensure that the worker is tested or referred to an identified testing site;

23.4 place its employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;

23.5 ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

23.6 if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.⁸

24. If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:

24.1 The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;

24.2 the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and

24.3 the employer closely monitors the worker for symptoms on return to work.

⁸ GG 43126 GN193 of 23 March 2020.



XIII. Sanitizers, disinfectants and other measures

25. For the purposes of these clauses, a hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

26. Every employer must, free of charge, ensure that –

26.1 there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;

26.2 every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.

27. If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting.

28. Every employer must take measures to ensure that-

28.1 all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;

28.2 all areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;

28.3 disable biometric systems or make them COVID-19-proof.

29. The employer must ensure that-

29.1 there are adequate facilities for the washing of hands with soap and clean water;

29.2 only paper towels are provided to dry hands after washing – the use of fabric towelling is prohibited;

29.3 the workers are required to wash their hands and sanitize their hands regularly while at work;

29.4 the workers interacting with the public are instructed to sanitize their hands between each interaction with public;

29.5 surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.



XIV. Cloth masks

30. The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.

31. For the reasons underlying the Department of Health's requirement, every employer must:

- 31.1 provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition,⁹ for the employee to wear while at work and while commuting to and from work; and
- 31.2 require any other worker to wear masks in the workplace.

32. The number and replaceability of cloth masks that must be provided to an employee or required of other workers must be determined in accordance with any sectoral guideline and in the light of the employee or worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled.

33. Every employer must ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.

34. An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.

35. The general requirement for workers to wear masks does not derogate from the fact that, where a risk assessment indicates that PPE is required, those categories of workers must be provided with the accredited PPE in accordance with Department of Health guidelines.

XV. Measures in respect of workplaces to which public have access

36. The principal purpose of the measures contained in the following clause is to protect workers from being exposed to the virus through their interaction with the public and to protect

⁹ http://www.thedtic.gov.za/wp-content/uploads/Updated_Recommended_Guidelines_Fabric_Face_Masks.pdf.



members of the public from being exposed to virus through their interaction with workers or other persons present in such a workplace.

37. Depending on what is reasonably practicable given the nature of the workplace, every employer must-

- 37.1 arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or
- 37.2 put in place physical barriers or provide workers with face shields or visors;
- 37.3 if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health;
- 37.4 if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;
- 37.5 require members of the public, including suppliers, to wear masks when inside their premises.

XVI. Ventilation

38. Every employer must –

- 38.1 keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;
- 38.2 where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feed back in through open windows;
- 38.3 ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.

XVII. Other PPE

39. Every employer must check regularly on the websites of the National Department of Health¹⁰, National Institute of Communicable Diseases¹¹ and the National Institute for Occupational Health¹² whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

¹⁰ <http://www.health.gov.za/>

¹¹ <https://www.nicd.ac.za/>

¹² <http://www.nioh.ac.za/>



XVIII. SMALL BUSINESSES

40. Employers with less than 10 employees must take the following measures:

- 40.1 arrange the workplace to ensure that employees are at least one and half metres apart or, if not practicable, place physical barriers between them to prevent the possible transmission of the virus;
- 40.2 ensure that employees that present with the symptoms set out in clause 21 are not permitted to work;
- 40.3 immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions;
- 40.4 provide cloth masks or require an employee to wear some form of cloth covering over their mouth and nose while at work;
- 40.5 provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations;
- 40.6 ensure that each employee while at work washes with soap and sanitizes their hands; and
- 40.7 ensure that their workstations are disinfected regularly;
- 40.8 take any other measures indicated by a risk assessment.

XIX. Worker obligations

41. In addition to the obligations of employees under the OHSA, every worker is obliged to comply with measures introduced by their employer as required by this Directive.

XX. Monitoring and enforcing the Directive

- 42. An inspector designated in terms of section 28 of OHSA may perform any of the functions in section 29 of OHSA and exercise any of the powers listed in section 30 of OHSA in order to monitor compliance with this Directive.
- 43. In so far as any contravention of this Directive constitutes a contravention of an obligation or prohibition under OHSA, the offences and penalties provided for in section 38 of OHSA apply.
- 44. An inspector, contemplated in clause 42, may for the purpose of promoting, monitoring and enforcing compliance with the OHSA, advise employees and employers of their rights and obligations in terms of this Directive in accordance with section 64 of the BCEA.



XXI. Sectoral guidelines

45. The Chief Inspector appointed in terms of section 27 the OHSA must facilitate the development of sector specific guidelines to supplement this Directive by engaging with the social partners through the offices of the National Economic Development and Labour Advisory Council.
46. The sector specific guidelines must follow the template attached as Annexure A.

ANNEXTURE A

XXII. SECTORAL GUIDELINES TEMPLATE

1. Risk assessment

- 1.1. Identification of exposure levels
- 1.2. Identification of “high contact” activities
- 1.3. Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

XXIII. 2. Engineering controls

- 2.1. Ventilation
- 2.2. Physical barriers
- 2.3. Adaptation of workstations to increase social distance

XXIV. 3. Administrative controls

- 3.1. Screening/ reporting of symptoms/ sick leave
- 3.2. Minimizing contact
- 3.3. Rotation and shift work
- 3.4. Work-at-home strategies
- 3.5. Communication and information strategies
- 3.6. Role of health and safety committees and representatives
- 3.7. Education and training
- 3.8. Reporting of incidents for regulatory purposes
- 3.9. Reporting for purposes of public health, contact tracing, screening, testing and surveillance

XXV. 4. Healthy and safe work practices

- 4.1. Disinfectants, sanitisers and personal hygiene
- 4.2. Other

XXVI. 5. PPE

- 5.1. Masks
- 5.2. Gloves

5.3. Facial shields

5.4. Other

XXVII. 6. Provision of safe transport for employees

6.1. Personal hygiene

6.2. Social distancing

6.3. Arrangements to minimise exposure associated with commuting

6.4. Cloth masks (if commuter)

6.5. PPE (driver/conductor of employer-provided transport)



C1.2 CONTRACT DATA: GCC 2015



C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
..... (name of company / organisation) of
..... (address) and
..... (name of company / organisation) of
..... (address) (the Parties) and (name) of
..... (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as.

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____

Name: _____

who warrants that he / she is duly
authorised to sign for and on
behalf of the first Party in the
presence of

Witness

Name: _____

Address: _____

Date: _____

SIGNED by: _____

Name: _____

who warrants that he / she is duly
authorised to sign for and behalf
of the second Party in the
presence of

Witness:

Name: _____

Address: _____

Date: _____

SIGNED by: _____

Name: _____

the Adjudicator in the presence of

Witness:

Name: _____

Address: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
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2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

*

Delete as necessary



PART C2.3 BILLS OF QUANTITIES



Project title:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
Tender No:	ALF5-22/23-020

BILL NO. 1: PRELIMINARIES AND GENERAL					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<u>PRELIMINARIES and GENERAL</u>				
1.1	Transport and Set Up at borehole site of all equipment and maintain drill rigs for the complete construction of the borehole with all accessories, associated arrangement, auxiliary works, personnel as well as withdrawal after completion including setting up and moving after unsuccessful drilling.	Item	1		
1.2	Site Preparation of the drill sites and clearing of all drill and any other vegetation obstructing the execution of all contractual works.	Item	1		
1.3	Preparation of working drawings and "As installed/as built" record drawings.	Sum	1		
Total Bill No. 1 Carried forward to summary page					R

BILL NO. 2: OCCUPATIONAL HEALTH AND SAFETY					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	Preparation of the Contractor's site-specific Health and Safety Plan	Sum	1		
2.2	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Sum	1		
Total Bill No.2 Carried forward to summary page					R



BILL NO. 3: BOREHOLE DRILLING AND CONSTRUCTION

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.1	<p>Note: If the feasibility study is not successful or absence of water resources within the 200m depth, all subsequent stages of this borehole development as stated in this bid document will be discontinued and the tender will be terminated.</p> <p>Drilling of borehole by using a Rotary Air Percussion drilling method with all consolidated rock formation and overburden.</p> <p>Development (Air Flush) Drilling contractor to closely work under the direct Supervision who will verify and document the construction parameters of the borehole and also log Formations of the Borehole. Complete including all costs</p>				
3.2	Skilled labour or Technician rate per hour	hr	320		
3.3	Semi-skilled labour rate per hour	hr	280		
3.4	Transport rates per kilometer using LDV not exceeding 3.0 L to be calculated as per latest South African Department of Transport fuel tariffs	km	9600		
i.	Drilling Depth Range: 0 - 200m	m	200		
ii.	<p>Installation of mild steel 3 - 4mm thickness casing and screen complete with Sanitary Seal, welded on cap, gravel pack 6mm supplied and delivered to site and installed, drilling foam and Concrete Block around casing.</p> <p>Note: It is not expected that the borehole will have to be completed with PVC casing and screens. If conditions necessitate this, a decision will be made in the field. The rates for supplying and installing casing and screen must be supplied with the quote.</p>	Item	1		
Total Bill No.3 Carried forward to summary page					R



BILL NO. 4: PUMP TEST					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4.1	Test pumping results to be interpreted and verified by the Supervisor, Water Level Monitoring to be recorded on all stages. Data Recordings Hard Copy must be provided.		1		
	I. Slug test which should include variable discharge for 4hrs, 24 hr. constant discharge, recovery monitoring of 1 hour. Complete	Sum	1		
4.2	Guaranty or Warranty obligation	year	1		
	Total Bill No.4 Carried forward to summary page				

BILL NO 5: EARTHWORKS AND EXCAVATION FOR WATER PIPE WOR					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5.1	Excavate, backfill and compact a 600mm by 300mm X 300 Meters trench to make way or as a preparation for lying of a water supply pipe. Excavated material to be put aside for later use as bedding and for backfilling. Complete installation including all accessories.	m ₃	54		
5.2	Provision for Excavate, backfill, compact a cable trench of 300mm (Depth) x 300mm (Width) x 200m on soft soil base.	m ₃	23		
	Total Bill No.5 Carried forward to Final summary page				R



BILL NO 6: PUMP INSTALLATION AND WATER PIPING RETICULATION

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.1	Supply and Install 32mm diameter pressure HDPE class 10 water pipe through the trenching and complete installation including all pipe fittings. Pipe to be SABS approved.	m	350		
6.2	Supply and Install 50mm diameter pressure HDPE class 10 water pipe from pump outlet to the borehole sanitary seal complete with all pipe fittings. Pipe to be SABS approved.	m	200		
6.3	Supply and install a 4mm, 3 - core Electrical cable. Complete installation including all accessories	m	300		
6.4	Supply and install a 1,1Kw SVM (Similar/Equivalent or better) Submersible Borehole Pump with a performance flow rate from 30L/min to 400L/min. Head up to 290 meters, Stainless steel motor adaptor and discharge head, Polycarbonate impellers and a Stainless – steel bowls. Complete Installation including dipper tube, Adaptors, rope, connection fittings, electrical glands and all accessories	Sum	1		
6.5	Supply and install a 1.1Kw Motor for Borehole Applications. Complete Installation including all accessories	No.	1		
6.6	Supply and install a 1.1Kw 220 V single phase Automatic Electrical Control Box with but not limited to Start-stop manual control switches, Voltage Measurement, Current AMP Measurement, Start Capacitor, Potential Voltage Relay, Overload, Red & Green lights indicators. Complete Installation	No.	1		
	BILL NO.6 Carried forward to summary page				R



BILL NO. 7 PROVISIONAL SUMS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7.1	Allow R100 000.00 for Supply and installation of a borehole, extra water piping, extra contractual work. Supply and install of a 10000L Plastic Elevated Water Tank suitable for outdoor use. Tank to be SABS approved. Complete installation and all accessories including steel elevated tank stand to be constructed to DPW&I specification.	Sum	1		R100 000.00
7.3	Profit and attendance on provisional sums	%			
	BILL NO.7 Carried forward to Final summary page				R



SUMMARY OF SCHEDULES

EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT

BILL	DESCRIPTION	AMOUNT
No. 1	PRELIMINARIES AND GENERAL	
No. 2	OCCUPATIONAL HEALTH AND SAFETY	
No. 3	BOREHOLE DRILLING AND CONSTRUCTION	
No. 4	PUMP TEST AND LABORATORY WATER SAMPLING	
No. 5	EARTHWORKS AND EXCAVATION FOR WATER PIPE WORKS	
No. 6	PUMP INSTALLATION AND WATER PIPING RETICULATION	
No. 7	PROVISIONAL SUMS	
SUB TOTAL 1:		
ADD CONTINGENCY 10%		
SUB TOTAL 2:		
ADD VAT 15%		
TOTAL CARRIED FORWARD TO FORM OF OFFER		



DRAWINGS / ANNEXURES

REFER TO ALL ANNEXURES CONTAINED IN VOLUME *3*

PART 3 - LIST OF DRAWINGS/ANNEXURES

Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.

The following drawings/annexure's shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.

Drawings Numbers	Description of drawing	Date	Revision
N/A			

PART C2.4 SITE INFORMATION

C4.1 SITE INFORMATION

Project title:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
Project Number:	ALF5-22/23-020

GENERAL

The site is located in Maluti, within the Alfred Nzo region.

GEOTECHNICAL INVESTIGATION REPORT (NOT APPLICABLE)



PART C3

SCOPE OF WORKS

Project title:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
SCMU NUMBER:	ALF5-22/23-020

C3. Scope of Works

1. GENERAL

- a) The standard for uniformity in construction procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- b) The consultant(s)/ project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenders to price for all eventualities.

2. EXTENT OF THE WORKS

- a) EXTENT OF THE WORKS
Supply, install and test and install borehole
- b) ORDER OF THE WORKS

Works to be executed upon receipt of Instruction in the form of a works order.

N.B: The rates shall be inclusive of all Supply of material, Labour and transport costs for the Electrical and mechanical Installations of the borehole including pumps, drilling, testing etc.

- c) ACCESS

There are no special restrictions or requirements with regards to access on site.



PRICING INSTRUCTIONS

Project title:	EXPLORATION AND INSTALLATION OF BOREHOLE WITH ELEVATED BACKUP TANKS FOR MALUTI DEPOT
Tender No:	ALF5-22/23-020

1. BILL OF QUANTITIES

The **bill of quantities** forms part of and must be read with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications and all other relevant documentation.

2. VALUE ADDED TAX

The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bill of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.