



## TENDER

# CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY

**SCMU5-22/23-0167**

**NAME OF COMPANY:**

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**CSD Nr:**

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**CRS Nr (CIDB):**

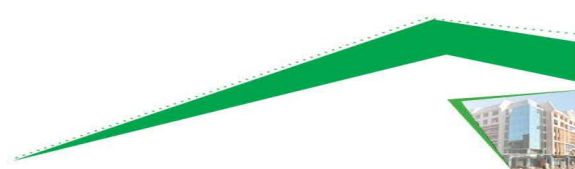
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**CLOSING DATE: 02 FEBRUARY 2023**

**TIME: 11:00 am**

Department of Public Works & Infrastructure  
3<sup>rd</sup> Floor. Office 3-46  
Independence Avenue  
Qhasana Building  
5605





## T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works & Infrastructure invites contractors with a CIDB Grading of **7 GB or higher** in the following Class of works (GB) to tender for **CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY** for an **18 months' contract**. The contract will be based on the **JBCC Principal Building Agreement 2000 edition 6.2 of 2018** with amendments from **JBCC 4.1** and Eastern Cape Department of Public Works & Infrastructure will enter into a contract with the successful tenderer.

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 National Treasury's eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from the Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) from **09 December 2022**.

Below is a link containing a Bill of Quantities and Drawings: [Ntabankulu Library](#)

Queries relating to the issue of these documents may be addressed in writing to : [supply.chain@ecdpw.gov.za](mailto:supply.chain@ecdpw.gov.za) **Technical enquiries:** may be addressed in writing to Ms. T. Mfuku – email: [Thandolwethu.Mfuku@ecdpw.gov.za](mailto:Thandolwethu.Mfuku@ecdpw.gov.za).

The closing time for receipt of tenders by the ECDPWI is **11:00am on 02 February 2023**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked **“SCMU5-22/23-0167: “CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO**.

It is the responsibility of the tenderer/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. Tenderers 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. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

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:** In terms of the stipulated minimum threshold for local Production and Content. Tenderers that do not meet the criteria stipulated above and in the tender document will be disqualified from further evaluation.

**Phase Two:** Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.

**Phase Three:** Bidders passing all stages above will thereafter be evaluated on PPPFA.

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

Maximum points on price	-	<b>80 points</b>
Maximum points for B-BBEE	-	<b>20 points</b>
<b>Maximum points</b>	-	<b>100 points</b>



### 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 to local content and other bid conditions are detailed in the document.
- Only locally produced goods or services with a stipulated minimum threshold for local production and content of 100 % will be considered.
- 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.
- If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input; and a copy of the authorization letter from DTI must be submitted together with the bid/quotation document at the closing date and time.
- **SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.3.1.**
- The Department of Public Works & Infrastructure SCM policy applies.
- Tender validity period is **120 days**.

### D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**SCMU5-22/22-0167- : “CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY”**” must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO.**

### E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**  
[supply.chain@ecdpcw.gov.za](mailto:supply.chain@ecdpcw.gov.za)
- **TECHNICAL ENQUIRIES**  
Ms. T. Mfuku  
Tel No: **040 602 4539**  
Email Address: [Thandolwethu.Mfuku@ecdpcw.gov.za](mailto:Thandolwethu.Mfuku@ecdpcw.gov.za)

### **FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

**Call: 0800 701 701**



## T1.2 Tender Data

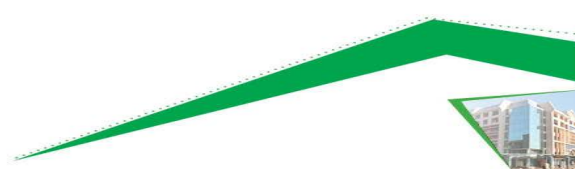
The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**. 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><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></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: Thandolwethu Mfuku</p> <p>Department of Public Works &amp; Infrastructure</p> <p>Qhasana Building,</p> <p>Independence Avenue, Bhisho</p> <p>Tel: 040 602 4539</p> <p>E-mail: <a href="mailto:Thandolwethu.Mfuku@ecdpw.gov.za">Thandolwethu.Mfuku@ecdpw.gov.za</a></p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 3: Three(3) stage procurement procedure shall be applied.
4	<b>Tender's obligations</b>



4.1	<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> <p>a) 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) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 7GB or higher</b> class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB; in GB class of works.</li> <li>the lead partner has a contractor grading designation in the CIDB <b>Grade 7 GB or higher</b> class of construction work; and</li> <li>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 a CIDB <b>Grade 7 GB or higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>4. Joint Venture Agreement. 5. Combined BBBEE Certificate in the case of Joint Venture.</p>
4.2	<p>The employer will compensate the tender as follows <b>as per the conditions of the Form of Contract signed or SLA</b>.</p> <p>The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>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.</p>
4.4	<p><b>Confidentiality and copyright of documents</b></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>
4.5	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.</p>
4.6	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
4.7	<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><b>Tender documents will not be made available at the clarification meeting</b></p>
4.8	<p><b>Seek clarification</b></p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>5 (Five) working days before the closing time stated in the tender data.</b></i></p>
4.10	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.11	<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>



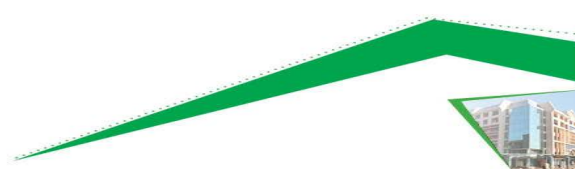


4.12	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as 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 b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.5  4.15	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: <b>Location of tender box: DEPARTMENT OF PUBLIC WORKS &amp; INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO.</b> <b>Physical address:</b> Independence avenue, Ground Floor, Qhasana Building, Bisho 5605 <b>Identification details: SCMU5-22/23-0167, CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY</b> <b>CLOSING DATE: 02 February 2023 at 11:00am</b>
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.5	A two-envelope procedure will not be required.
4.13.5	<del>The "ORIGINAL" and "COPY" are to be submitted as separate packages.</del>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.16.1	The tender offer validity period is <b>120 days</b> . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.16.2	<b>Placing of contractors under restrictions / withdrawal of tenders</b> If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the

	execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on <b>CIDB</b> Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.																
4.19	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>																
4.20	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy																
<b>5</b>	<b>Employer's undertakings</b>																
5.1	The Employer will respond to requests for clarification received up to <b>Five (5)</b> working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.																
5.2	The employer shall issue addenda until <b>Five (5)</b> working days before tender closing time.																
5.4	Tenders will be opened immediately after the closing time for tenders at <b>11:00am hours</b> .																
5.6	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.																
5.8	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.																
5.9	<b>Arithmetical errors, omission and discrepancies</b> Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.																
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. <b>Table F.1: Formulae for calculating the value of A</b> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td><td><math>A = P_m / P</math></td></tr><tr><td colspan="4"><sup>a</sup> <math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	<sup>a</sup> $P_m$ 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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<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.																	

5.11.2	The procedure for the evaluation of responsive tenders is <b>Method 1: Price only.</b>
5.11.3	The procedure for the evaluation of responsive tenders is <b>Method 2: Price and Preference.</b> In the case of a price and preference:-
5.11.4	<p>The procedure for the evaluation of responsive tenders is <b>Method 3: Local content, Price and Preference:</b>  Phase 1: Local Content and Production  Phase 2: Administrative requirements and Mandatory requirements  Phase 3: Price and preference (90/10 system)</p> <p><b>1. <u>PHASE ONE: EVALUATION ON LOCAL PRODUCTION AND CONTENT</u></b></p> <ol style="list-style-type: none"> <li>On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 100% will be considered.</li> <li>The relevant designated sector: Steel Products and Components. The minimum threshold for local production and content: 100%.</li> <li>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.</li> <li>Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration.</li> <li>If the raw material or input to be used for a specific item is not available locally, bidders should 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.</li> <li>Bidders must complete SBD6.2 with annexure C and it must be submitted with the bid at the closing date and time. Failure to submit will invalidate the bid.</li> <li>The main contractor may not sub contract work to an extent that the local content and production is compromised. The conditions and rules applying to the main bidder on local production and content also apply to the sub-contractor(s).</li> <li>For further information, bidders may contact the units dealing with Metal Fabrication, Capital and Rail Transport Equipment within DTI at 012 394 5157. Email: <a href="mailto:TSamanga@thedti.gov.za">TSamanga@thedti.gov.za</a></li> </ol> <p><b>10. <u>PHASE TWO: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></b></p> <ol style="list-style-type: none"> <li>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:</li> <li>Bid Document (This Document must be submitted in its original format)</li> <li>Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</li> <li>Bidders must be a legal entity.</li> <li>Form of offer and Acceptance (fully completed and signed)</li> <li>SBD 4- Bidder's Declaration (fully completed and signed)</li> <li>SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.3.1</li> <li>If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT</li> </ol>

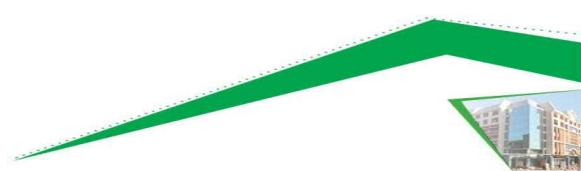




	<p>vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).</p> <p>20. Compulsory Enterprise Questionnaire (Completed and signed)</p> <p>21. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.</p> <p>22. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV</p> <p>23. Resolution to Sign (if applicable)</p> <p>24. Attendance of compulsory briefing meeting (where applicable)</p> <p>25. 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. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.</p> <p>26. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.</p> <p><b>27. Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</b></p> <p>28. DPWI Policy applies.</p> <p>29. Returnable Schedule: SBD1-Invitation to bid must be completed and signed</p> <p>30. The bidder must be registered on the Central Supplier Database (CSD) prior the award</p> <p>31. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</p> <p>32. Declaration of Employees of the State or other State Institutions.</p> <p>33. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</p> <p>34. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</p> <p>35. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</p> <p>36. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.</p> <p>37. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.</p> <p>38. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main bidder submitted an original or certified copy of his/her own B-BBEE certificate.</p> <p>39. The Department will contract with the successful bidder by signing a formal contract.</p> <p>40. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.</p> <p>41. 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.</p> <p>42. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC PBA 2000, edition 6.1 of 2018 original copy).</p> <p>43. A valid original or certified copy of B-BBEE Certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a commissioner of</p>
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	<p>Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of B-BBEE Certificate must submit a consolidated B-BBEE certificate. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.</p> <p><b>44. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</b></p> <p>The <b>90/10 preference point system</b> shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000</i> (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2017</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>B-BBEE</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <p><b>The 80/20 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million:</b></p> <p>(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, not exceeding Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>The value of value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</li> <li>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.</li> </ol>	Criteria	Points	POINTS ON PRICE	80	B-BBEE	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
B-BBEE	20								
TOTAL	100								
5.11.5	The procedure for the evaluation of responsive tenders is <b>Method 3</b> (Local content, price and preference)								
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <b>N/A</b>								
5.11.9	Each evaluation criteria will be assessed in terms of five indicators – <b>N/A</b>								
5.11.9	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <b>N/A</b>								
5.13	<p><b>Tender offers will only be accepted if:</b></p> <ol style="list-style-type: none"> <li>the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.</li> <li>the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy.</li> <li>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the tenderer has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> </ol>								



	<p>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.</p> <p>j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>m) The tenderer has duly completed and signed the Declaration Certificate for Local Production and Content (<b>SBD 6.2 form</b>) together with <b>Annexure C</b> (Local Content Declaration: Summary Schedule) and submitted the documents at the closing date and time of the bid.</p> <p>n) The SABS approved technical specification number SATS 12886:2011 and the Guidance on the Calculation of the local Content together with the Local Content Declaration Template (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Annex C) are accessible to all potential bidders on the DTI's official website. <a href="http://www.thedti.gov.za/industrialdevelopment/ip.jsp">http://www.thedti.gov.za/industrialdevelopment/ip.jsp</a> at no cost.</p> <p>o) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>p) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>q) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder 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. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>r) The bid will also be evaluated on designated sectors. Only locally produced goods or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered. The bidder must correctly complete and sign SBD 6.2 and Annexure C to declare the Local Production and Content. Details of designated sectors are detailed in the bid documents.</p> <p>s) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>t) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
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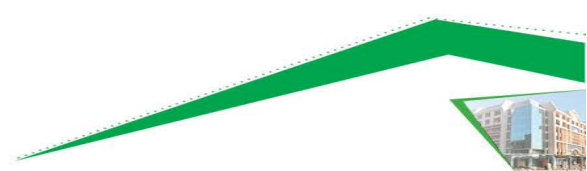


	<p>u) Contractor has committed to support and allocate 30% to SMMEs (EME /QSEs which are at least 51% owed by Black people) within the Ntabankulu District municipality / region- Ntabankulu Area. The work packages to be implemented by the local SMMEs are already set or allocated in the Bills of Quantities of the project as provisional sums that a contractor will price only Profit and Attendance for. The responsibility to sub-contract with competent and capable sub-contractor's rests with the main contractor/supplier. Once awarded, to bring harmony on site, the department reserves the right to intervene in the selection of local sub-contractors or SMMEs on site.</p>
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li>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.</li> </ul>
T.2.1	<b>A. List of returnable documents</b>
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> </ul>
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>Record of Addenda to Tender Documents</li> <li>Proposed amendments and qualifications</li> <li>Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit).</li> <li>SBD 1, 4, 6.1, 6.2, Annexure C.</li> <li>Form of Offer and Acceptance</li> <li>Final Summary of Bills of Quantities or a complete Pricing Schedule</li> <li>Certificate of Authority for Joint Ventures</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b></p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>And original or 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 <a href="http://www.sanas.co.za/directory/bbee_default.php">www.sanas.co.za/directory/bbee_default.php</a>) 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 original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths and attested by a Commissioner of Oaths Sworn Affidavit form. For an entity tendering as a joint venture, a valid consolidated B-B-BBEE Certificate meeting same requirements must be submitted with the bid. Failure to do so zero points will be allocated for B-BBEE status level.</li> <li>A CSD Report for a contractor with valid and correct information.</li> <li>A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)</li> </ul>
4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b></p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>A duly completed Annexure C and SBD 6.2</li> <li>A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul>
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p>

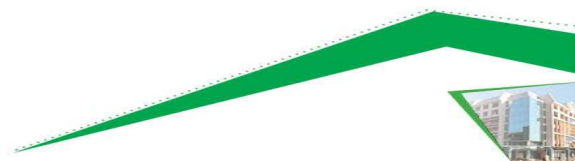


	<p>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> 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 <b>PARTNERSHIP</b> submitting a tender, <b><u>all the partners</u></b> 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 <b><u>proof of such authorization</u></b> shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include <b><u>a resolution of each company</u></b> of the joint venture together with a <b><u>resolution by its members</u></b> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <b>JV NOT APPLICABLE.</b></p> <p><b><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></b></p>
6	<p><b>Information and data to be completed in all respects</b></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><b>Canvassing and obtaining of additional information by tenderers</b></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><b>Prohibitions on awards to persons in service of the state</b></p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>who is in the service of the state; or</li> <li>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</li> <li>a person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a member of: - <ol style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ol> </li> <li>a member of the board of directors of any municipal entity;</li> <li>an official of any Department or municipal entity;</li> <li>an employee of any national or provincial department;</li> <li>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>a member of the accounting authority of any national or provincial public entity; or</li> <li>an employee of Parliament or a provincial legislature.</li> </ol> <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><b>Awards to close family members of persons in the service of the state</b></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 -</p> <ol style="list-style-type: none"> <li>the name of that person;</li> <li>the capacity in which that person is in the service of the state; and</li> </ol>





	<p>c) the amount of the award.</p> <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><b>Respond to requests from the tenderer</b></p> <p>The employer will respond to requests for clarification up to <b>7 (seven) working days</b> before the tender closing time.</p>
11	<p><b>Opening of tender submissions</b></p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p><b>Scoring quality / functionality: N/A</b></p>
13	<p><b>Cancellation and re-invitation of tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>(c) no acceptable tenders are received.</li> <li>(d) Tender validity period has expired.</li> <li>(e) Gross irregularities in the tender processes and/or tender documents.</li> <li>(f) No market related offer received (after attempts of negotiation processes)</li> </ul> <p>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.</p>
14	<p>Dispute resolution mechanism will be done through the <b>Adjudication</b> route.</p>
15	<p>The department must when acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b>; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>



## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

### 2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities and Final Summary

### 3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least **3**
- SBD 1, 4, 6.1, 6.2, and Annexure C (Local Production and Content)
- Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (**Annexure B**)
- Sub contract agreement (where applicable) or intent to sub contract as per requirements.



## PART A

### INVITATION TO BID

### SBD 1

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU5-22/23-0167	CLOSING DATE:	02 FEBRUARY 2023	CLOSING TIME:	11:00
DESCRIPTION:	<b>CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF PUBLIC WORKS& INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BHISHO.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON	Thandolwethu Mfuku	
TELEPHONE NUMBER			TELEPHONE NUMBER	040 602 4539	
FACSIMILE NUMBER			FACSIMILE NUMBER	082 499 7285	
E-MAIL ADDRESS	<a href="mailto:supply.chain@ecdpw.gov.za">supply.chain@ecdpw.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Thandolwethu.Mfuku@ecdpw.gov.za">Thandolwethu.Mfuku@ecdpw.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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, COMPLETE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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. <b>NOT APPLICABLE.</b>
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."

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*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**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:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

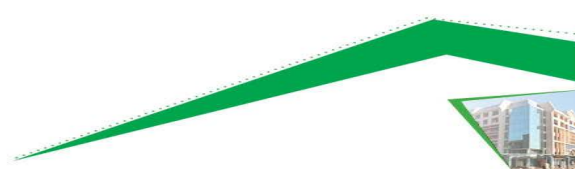
Signed

Date

Name

Position





## SBD 4

### 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 interest<sup>1</sup> 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

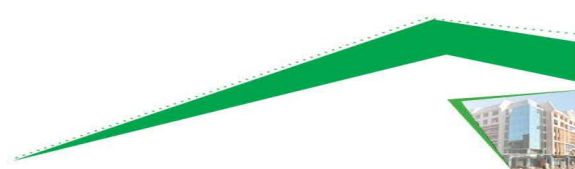
- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 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**

<sup>1</sup> 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.



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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 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

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



## 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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

b) 90/10 preference point system will be applicable to this tender Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

#### 2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by



an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

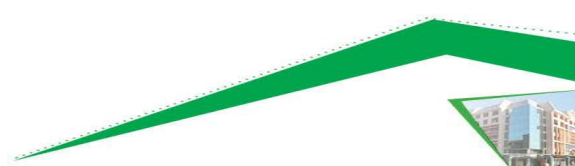
$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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



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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

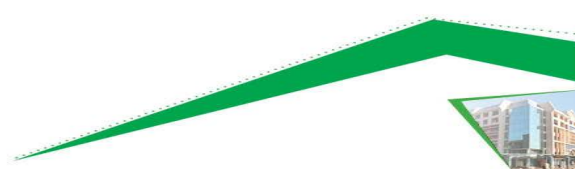
- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***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 least 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		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

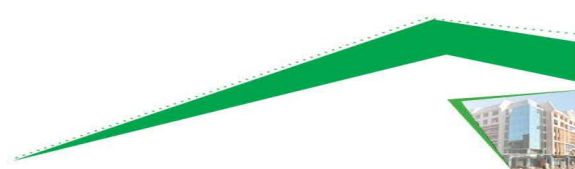
.....  
 .....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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



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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

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

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



## SBD 6.2

### 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 the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for 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)

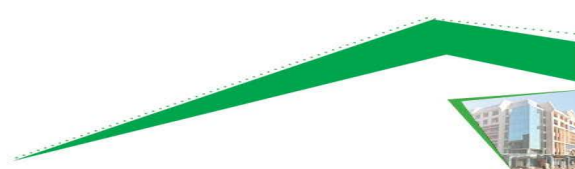
Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](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;

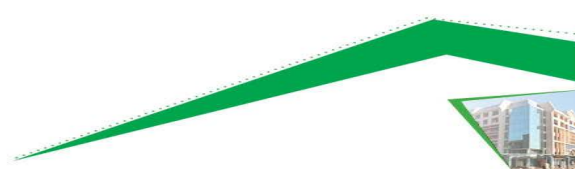
**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<b>No</b>	<b>Description of services, works or goods</b>	<b>Unit</b>	<b>Quantity</b>	<b>stipulated Minimum Threshold</b>
1	Ref 193 fabric reinforcement	m2	407	100%
2	Ref 245 fabric reinforcement	m2	1612	100%
3	Ref 395 fabric reinforcement	m2	417	100%
4	Mild steel 8mm diameter bars	T	0,12	100%
5	75mm Wide reinforcement built in horizontally.	m	6131	100%
6	150mm Wide reinforcement built in horizontally.	m	4856	100%
7	30 x 1,6mm Galvanized roof ties	No	344	100%
8	40 x 1,6mm Galvanised mild steel wall ties	No	189	100%
9	0,52mm AZ150 GS 'Klip Tite' profile roof sheeting	m2	2104	100%
10	0,52mm AZ150 GS 'Klip Tite' profile ridge/ hip capping	m2	162	100%
11	GMS Main entrance gate (G04) 5528 x 2100mm high overall	No	1	100%
12	GMS Single gate (G05) 900 x 2100mm high overall	No	8	100%
13	GMS Single gate (G06) 880 x 2100mm high overall	No	9	100%
14	GMS One and a half leaf gate (G07) 1200 x 2100mm high overall	No	2	100%
15	GMS Double gate (G08) 1500 x 2100mm high overall	No	1	100%
16	GMS Double gate (G09) 1800 x 2100mm high overall	No	1	100%
17	1.6mm Galvanised steel frame for 1000 x 2100mm sized door	No	3	100%
18	1.6mm Galvanised steel frame for 880 x 2100mm sized door	No	6	100%



19	1.6mm Galvanised steel frame for 1500 x 2032mm sized door	No	3	100%
20	Diamond mesh in ceilings	m2	360	100%
21	100 x 50 x 4.5mm Thick Tubular MS post 2030mm long including fixings	No	105	100%
22	76mm dia. x 3mm Thick MS post 2105mm long including fixings	No	105	100%
23	Bolts	Kg	25	100%
24	76 x 76mm GMS square hollow post	No	9	100%
25	Galvanised steel purlins	M	72	100%
26	0.58mm GS IBR profile roof sheeting	m2	36	100%
27	50 x 50 x 12mm Thick hot rolled angle base plate	M	32	100%
28	80 x 80 x 6mm Thick hot rolled angle for horizontal columns	M	56	100%
29	90 x 90 x 6mm Thick hot rolled angle for vertical bracing	M	48	100%
30	120 x 120 x 8mm Thick hot rolled angle columns	M	48	100%
31	90 x 90 x 6mm Thick hot rolled angle for vertical bracing	M	48	100%
32	High Tensile steel bars varying Y10,12 and 16 diameter	T	6,983	100%
33	High Tensile bolts (Grade 8.8)	Kg	20	100%
34	50 x 50 x 6mm Hot Rolled Angle 100mm long fully welded to column	No	48	100%
35	20mm dia GS Post	M	32	100%
36	50 x 80 x 6mm FB Hoops Frame	M	200	100%
37	20mm Diameter rungs.	M	16	100%
38	710 x 610mm wide GMS lockable hatch complete	No	3	100%
39	300 x 300 x 6mm Base Plate.	No	8	100%
40	70 x 70 x 8mm columns	M	92	100%
41	60 x 60 x 4 L Vertical Bracing	M	124	100%
42	100 x 50 PFC steel beams	M	76	100%
43	120 x 50 PFC steel beams	M	16	100%
44	IPE 160 beam 2445mm long	No	6	100%
45	Galvanised M10 coach bolts	No	10	100%
46	M16 bolts	No	44	100%
47	M12 bolts	No	276	100%
48	20 Diameter HD bolts	No	52	100%
50	50 x 8mm vertical FB Hoop	M	90	100%





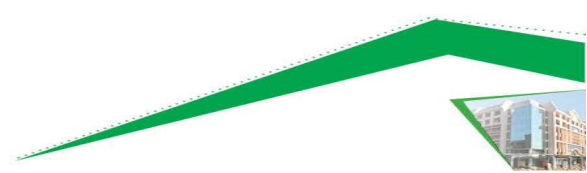
51	20mm Diameter rung plug welded on	m	60	100%
52	250 x 500 x 6mm GS "Vastrap" plate floor panels	No	20	100%
53	8mm Galvanised wire ties	m	72	100%
54	M12 Bolt	kg	10	100%
55	40 x 1,6mm Galvanised mild steel wall ties	No	51	100%
56	50 x 50 x 3mm Galvanised mild steel angle	kg	4	100%
57	10mm anchor bolts 80mm long	No	6	100%
58	9m High flagpole complete	No	2	100%
59	100 x 100 x 1650mm High hollow column	No	12	100%
	<b><u>ClearVu or Similar approved</u></b>			100%
60	1800mm high GMS weld mesh fencing including fencing panels and posts installed complete	m	120	100%
61	2300mm high GMS weld mesh fencing including fencing panels and posts installed complete	m	479	100%
62	85mm taper locking post 1800mm high	No	2	100%
63	85mm taper locking post 2300mm high	No	1	100%
64	100mm High toughened steel Shark tooth spike	m	479	100%
65	2 x 75mm flange	No	2	100%
66	2 x 30mm flange	No	2	100%
67	1800 X 1800mm high double leaf swinging gate for pedestrians (G01)	No	1	100%
68	6000 X 2300mm high heavy double leaf swinging gate (G02)	No	1	100%
69	900 X 1800mm high single leaf swinging gate for pedestrians (G03)	1No	1	100%
70	6600 x 2300mm high sliding gate	No	1	100%

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

YES	<input 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](http://www.reservebank.co.za)

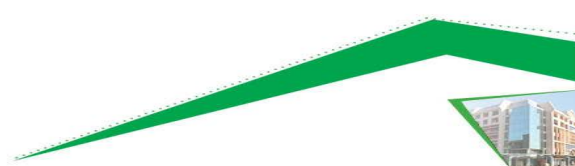


Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

- 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.: SCMU5-22/23-0167**

**ISSUED BY:** (Procurement Authority / Name of Institution): **EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

**NB**

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

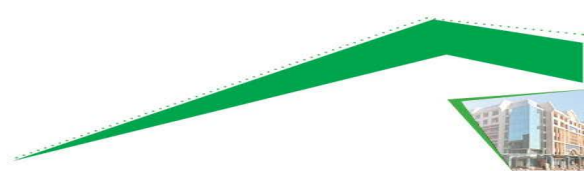
I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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



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

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

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

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

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

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

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



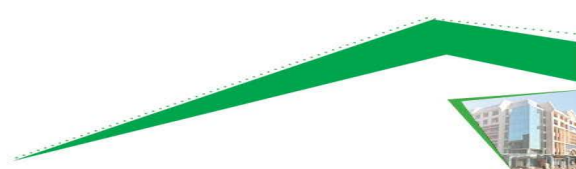
## ANNEXURE C



												SATS 1286.2011
Annex C												
Local Content Declaration - Summary Schedule												
(C1)	Tender No.		SCMU5-22/23-0167									
(C2)	Tender description:		CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY									
(C3)	Designated product(s)		STEEL PRODUCTS AND COMPONENTS AND TEXTILE									
(C4)	Tender Authority:		DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE									
(C5)	Tendering Entity name:											
(C6)	Tender Exchange Rate:		Pula		EU		GBP					
(C7)	Specified local content %		100%									
			Calculation of local content					Tender summary				
	Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
		Ref 193 fabric reinforcement							5331m2			
		Ref 245 fabric reinforcement							1211m2			
		Ref 395 fabric reinforcement							417m2			
		Mild steel 8mm diameter bars							0.12 tonne			
		150 mm wide reinforcement built in horizontally							1361m			
		75mm wide reinforcement built in horizontally							4856m			
		30 x 1.6mm galvanised roof ties							344No			
		0,52mm AZ 150 GS klip tile profile roof sheeting							2104			

Note: VAT to be excluded from all calculations

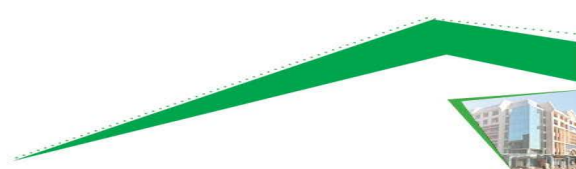




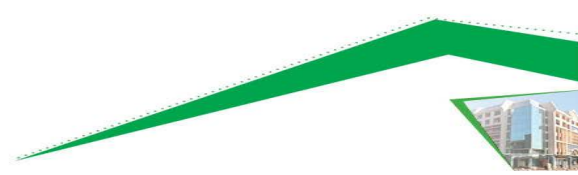
	0,52mm AZ150 GS 'Klip Tite' profile ridge/hip capping							162 m2					
	GMS Main entrance gate (G04) 5528 x 2100mm high overall							1 No					
	GMS Single gate (G05) 900 x 2100mm high overall							8 No					
	GMS Single gate (G06) 880 x 2100mm high overall							9 No					
	GMS One and a half leaf gate (G07) 1200 x 2100mm high overall							2 No					
	GMS Double gate (G08) 1500 x 2100mm high overall							1 No					
	GMS Double gate (G09) 1800 x 2100mm high overall							1 No					
	1.6mm Galvanised steel frame for 1000 x 2100mm sized door							3 No					
	1.6mm Galvanised steel frame for 880 x 2100mm sized door							6 No					
	1.6mm Galvanised steel frame for 1500 x 2032mm sized door							3 No					
	Diamond mesh in ceilings							360 m2					
	100 x 50 x 4.5mm Thick Tubular MS post 2030mm long including fixings							105 No					
	76mm dia. x 3mm Thick MS post 2105mm long including fixings							105 No					
	Bolts							25 kg					
	76 x 76mm GMS square hollow post							9 No					
	Galvanised steel purlins							72 m					
	0.58mm GS IBR profile roof sheeting							36 m2					
	50 x 50 x 12mm Thick hot rolled angle base plate							32 m					
	80 x 80 x 6mm Thick hot rolled angle for horizontal columns							56 m					
	90 x 90 x 6mm Thick hot rolled angle for vertical bracing							48 m					
	120 x 120 x 8mm Thick hot rolled angle columns							48 m					
	90 x 90 x 6mm Thick hot rolled angle for vertical bracing							48 m					



	High Tensile steel bars varying Y10,12 and 16 diameter							6,983 T				
	High Tensile bolts (Grade 8.8)							20 kg				
	50 x 50 x 6mm Hot Rolled Angle 100mm long fully welded to column							48 No				
	20mm dia GS Post							32 m				
	50 x 80 x 6mm FB Hoops Frame							200 m				
	20mm Diameter rungs.							16 m				
	710 x 610mm wide GMS lockable hatch complete							3 No				
	300 x 300 x 6mm Base Plate.							8 No				
	70 x 70 x 8mm columns							92 m				
	60 x 60 x 4 L Vertical Bracing							124 m				
	100 x 50 PFC steel beams							76 m				
	120 x 50 PFC steel beams							16 m				
	IPE 160 beam 2445mm long							6 No				
	Galvanised M10 coach bolts							10 No				
	M16 bolts							44 No				
	M12 bolts							276 No				
	20 Diameter HD bolts							52 No				
	50 x 8mm vertical FB Hoop							90 m				
	50 x 8mm horizontal FB Hoops							48 m				
	20mm Diameter rung plug welded on							60 m				
	250 x 500 x 6mm GS "Vastrap" plate floor panels							20 No				
	8mm Galvanised wire ties							72 m				
	M12 Bolt							10 kg				
	40 x 1,6mm Galvanised mild steel wall ties							51 no				
	50 x 50 x 3mm Galvanised mild steel angle							4 kg				
	10mm anchor bolts 80mm long							6 No				
	9m High flagpole complete							2 No				
	100 x 100 x 1650mm High hollow column							12 No				



	<u>ClearVu or Similar approved</u>										
	1800mm high GMS weld mesh fencing including fencing panels and posts installed complete							120 m			
	2300mm high GMS weld mesh fencing including fencing panels and posts installed complete							479 m			
	85mm taper locking post 1800mm high							2 no			
	85mm taper locking post 2300mm high							1 no			
	100mm High toughened steel Shark tooth spike							479 m			
	2 x 75mm flange							2 No			
	2 x 30mm flange							2 No			
	1800 X 1800mm high double leaf swinging gate for pedestrians (G01)							1 No			
	6000 X 2300mm high heavy double leaf swinging gate (G02)							1 No			
	900 X 1800mm high single leaf swinging gate for pedestrians (G03)							1 No			
	6600 x 2300mm high sliding gate							1 No			
								(C20) Total tender value			
	<u>Signature of tenderer</u>							(C21) Total Exempt imported content			
								(C22) Total Tender value net of exempt imported content			
								(C23) Total Imported content			
								(C24) Total local content			
	Date:							(C25) Average local content % of tender			



## ANNEXURE D



SATS 1286.2011

## Annex D

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

(D1)	Tender No.	SCMU5-22/23-0167	Note: VAT to be excluded from all calculations
(D2)	Tender description:	CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY	
(D3)	Designated Products:	STEEL PRODUCTS AND COMPONENTS AND TEXTILE	
(D4)	Tender Authority:	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE	
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>	

#### 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											

This total must correspond with Annex C - C 21

#### B. Imported directly by the Tenderer

#### Calculation of imported content

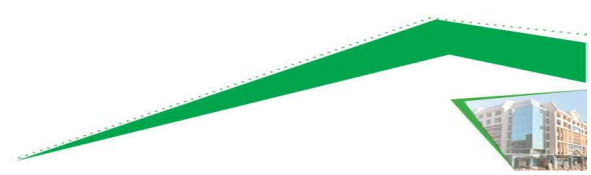
#### Summary

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											

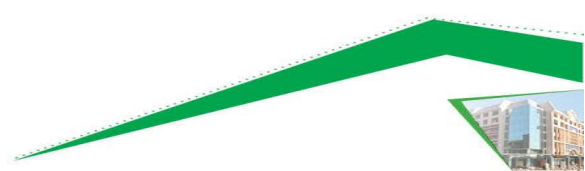


C. Imported by a 3rd party and supplied to the Tenderer					Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port 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			
D. Other foreign currency payments				Calculation of foreign currency payments								
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange								
(D46)	(D47)	(D48)	(D49)	(D50)								
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party							
					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above							
											This total must correspond with Annex C - C 23	
Date:												

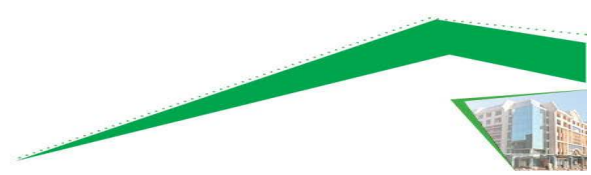




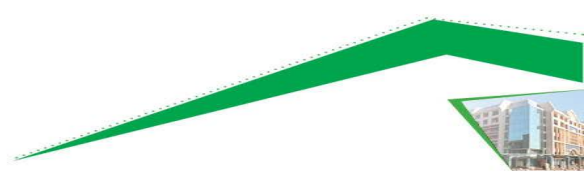
## ANNEXURE E



				SATS 1286.2011	
<b>Annex E</b>					
<b>Local Content Declaration - Supporting Schedule to Annex C</b>					
(E1)	Tender No.	SCMU5-22/23-0167	Note: VAT to be excluded from all calculations		
(E2)	Tender description:	CONSTRUCTION OF NTABANKULU PUBLIC LIBRARY			
(E3)	Designated products:	STEEL COMPONENTS, TEXTILE AND FURNITURE			
(E4)	Tender Authority:				
(E5)	Tendering Entity name:				
	<b>Local Products (Goods, Services and Works)</b>	<b>Description of items purchased</b>	<b>Local suppliers</b>	<b>Value</b>	
		(E6)	(E7)	(E8)	
		(E9) Total local products (Goods, Services and Works)			
(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)			
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)			
		(E13) Total local content			
		This total must correspond with Annex C - C24			
<u>Signature of tenderer</u>					
Date:					



# EXEMPTION LETTER



## **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

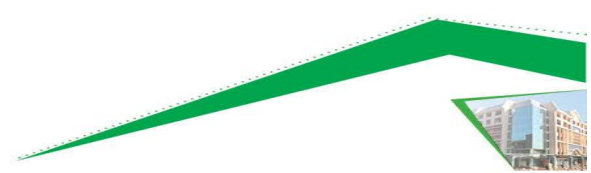
**E-mail:** [tmakube@thedti.gov.za](mailto:tmakube@thedti.gov.za).

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](mailto:khumaloP@thedti.gov.za)



## **EXAMPLE**

### **ANNEXURE C, D & E ON LOCAL CONTENT AND PRODUCTION**



## 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 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 contractor 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](http://www.thedti.gov.za/industrial%20development/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	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](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	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

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 bidder.

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/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 CONSTRUCTIVE**.....(name of bidder entity), the following:

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

(g) I have satisfied myself that:

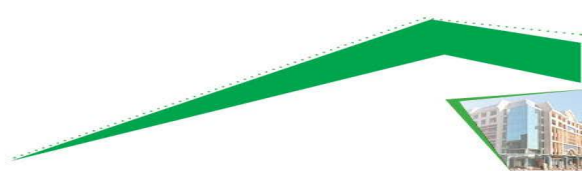
(ii) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(h) The local content percentage (%) shown 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.**



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

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

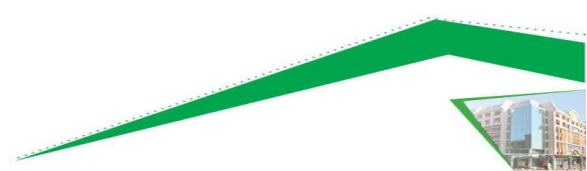
**DATE:** 23 Oct 2018 \_\_\_\_\_

**WITNESSES:** \_\_\_\_\_

**DATE:** 23 Oct 2018 \_\_\_\_\_

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

**DATE:** 23 Oct 2018 \_\_\_\_\_



Annex C												SATS 1286.2011
Local Content Declaration - Summary Schedule												
(C1)	Tender No. <b>SCMU5-18/19-0888</b>											<b>Note:</b> VAT to be excluded from all calculations
(C2)	Tender description: Construction of BHISHO JSS School											
(C3)	Designated product(s): Steel Products and Structures and Furniture											
(C4)	Tender Authority: Department of Public Works (EC)											
(C5)	Tendering Entity name: IPHONDO CONSTRUCTION (PTY) LTD											
(C6)	Tender Exchange Rate: Pula _____ GBP _____											
(C7)	Specified local content % 100% and 85%											
Calculation of local content												
Tender summary												
Tender item no's	List of items	Tender price (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
53, 34, 50	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	R 35.00	R 0.00	R 35.00	R 0.00	R 35.00	100%	tonnes	261.95	R 9 168	R 0	R 0
54, 35	Mild steel reinforcement to structural concrete work: 10 mm diameter bars	R 23.00	R 0.00	R 23.00	R 0.00	R 23.00	100%	tonnes	240.00	R 5 520	R 0	R 0
25	Furniture High back Chair	R 1 600.00	R 0.00	R 1 600.00	R 240.00	R 1 360.00	85%	No.	261.95	R 356 252	R 0	R 62 868
(C20) Total tender value										R 370 940		
(C21) Total Exempt imported content										R 0		
(C22) Total Tender value net of exempt imported content										R 370 940		
(C23) Total Imported content										R 62 868		
(C24) Total local content										R 308 072		
(C25) Average local content % of tender										83.05%		
Signature of tenderer from Annex B _____ Date: 24-Oct-18												



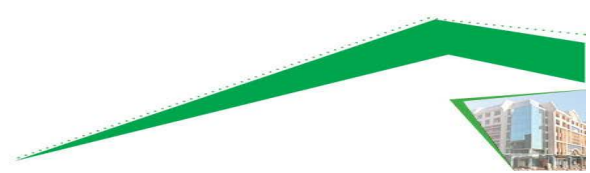
Annex D											SATS 1286.2011	
Imported Content Declaration - Supporting Schedule to Annex C												
(D1)	Tender No.		SCMU5-18/19-0888					<div style="border: 1px solid black; padding: 5px;"> <p>Note: VAT to be excluded from all calculations</p> </div>				
(D2)	Tender description:		Construction 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					
<b>A. Exempted imported content</b>												
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>B. Imported directly by the Tenderer</b>												
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	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
<b>C. Imported by a 3rd party and supplied to the Tenderer</b>												
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
<b>D. Other foreign currency payments</b>												
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					

**EXAMPLE ONLY**





**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,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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 authorized to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<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"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</li> </ol>

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 \_\_\_\_\_, 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.**

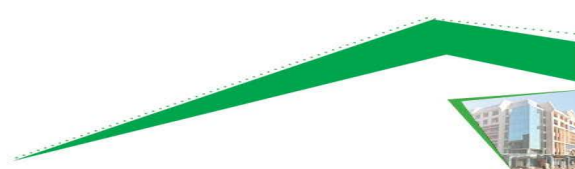
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (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](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPWI 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:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<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"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</li> </ol>

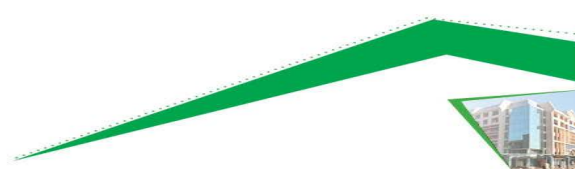
3. I hereby declare under Oath that:

- ☐ 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 \_\_\_\_\_, 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.**

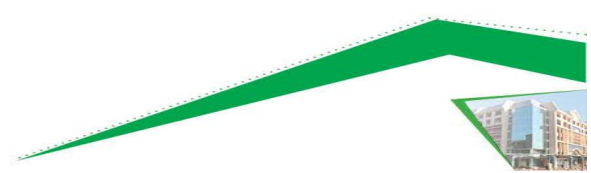
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

**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](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPWI 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



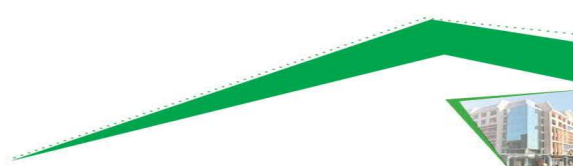
***PROOF OF REGISTRATION ON THE NATIONAL  
TREASURY CENTRAL SUPPLIER DATABASE (CSD  
REPORT)***

(ATTACH HERE)





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



**Annex C**  
(normative)

**FORM OF OFFER AND ACCEPTANCE**

<b>Project title</b>	<b>CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY</b>
<b>SCMU number</b>	<b>SCMU5-22/23-0167</b>

**OFFER**

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

.....  
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.

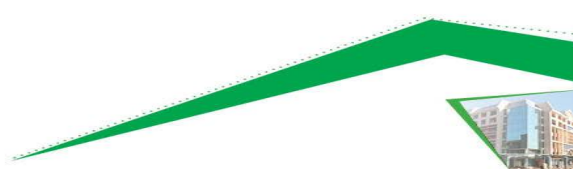
Signature .....  
Name .....  
Capacity .....  
**for the** .....  
**tenderer** .....  
(Name and address of organization)  
Name and signature .....  
of witness ..... Date .....

**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.<sup>1</sup>

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 .....

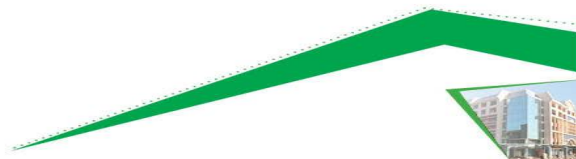
4 Subject .....  
Details .....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

<sup>1</sup> 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**

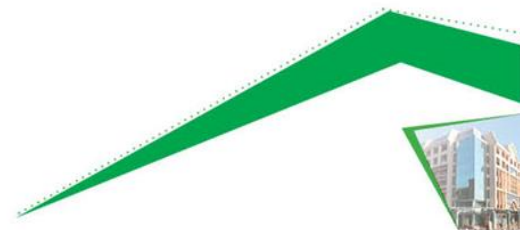
<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NEW NTABANKULU PUBLI LIBRARY</b>		
<b>SCMU NUMBER</b>	<b>SCMU5-22/23-0167</b>		
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
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.

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY</b>
<b>SCMU NUMBER</b>	<b>SCMU5-22/23-0167</b>

Page	Clause /Item	Proposal

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/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):



## F

### CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . ., authorised signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY</b>	
<b>SCMU NUMBER</b>	<b>SCMU5-22/23-0167</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....





## G

### SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY</b>
<b>SCMU NUMBER</b>	SCMU5-22/23-0167
<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on <b>SBD 6.1 form</b>.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					
5					
<p><b>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</b></p>					

Signed

Date

-----

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Name

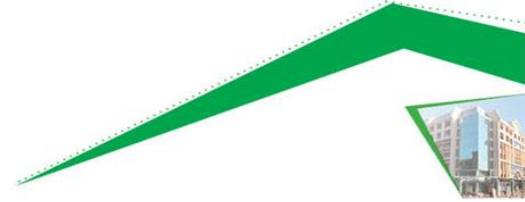
Position

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*Enterprise name*

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## H

### CAPACITY OF THE BIDDER

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY</b>
<b>SCMU NUMBER</b>	SCMU5-22/23-0167
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project )</i></p>	

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.

<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....
<b>Enterprise Name:</b> .....			



## 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	PROJECT VALUE	DATE COMPLETED
1						
2						
3						

***If there are more projects, 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

-----



**J**

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)**

*(Any other client's tender must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

*If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).*

Signed

Date

-----

-----

Name

Position

-----

-----

*Enterprise name*

-----



## SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

-----

-----

Name

Position

-----

-----

*Tenderer name*

-----





## K

### Project Reference Forms - 1

Project title:	CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY
Project Number:	SCMU5-22/23-0167

**NOTE:** This returnable document must be completed by the person who was the Principal Agent/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						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

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D. My contact details are:



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PUBLIC WORKS & INFRASTRUCTURE



Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_

Signature of principal agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

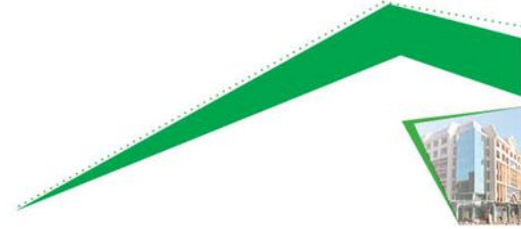
\_\_\_\_\_  
Name of Tenderer

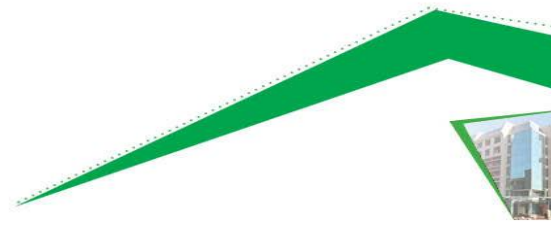
\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

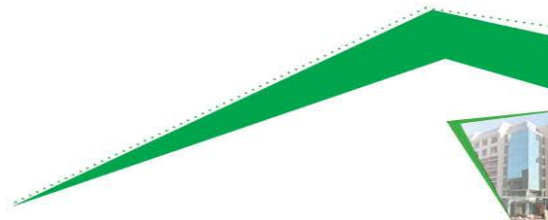


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## VOLUME 2



## PART C1.2 CONTRACT DATA

<p align="center"><b>The Joint Building Contracts Committee® - NPC</b>  <b>CONTRACT DATA</b>          For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES  <b>Principal Building Agreement</b>  <b>Edition 6.2 - May 2018</b></p>
---

### A PROJECT INFORMATION

#### A1.0 Works [1.1]

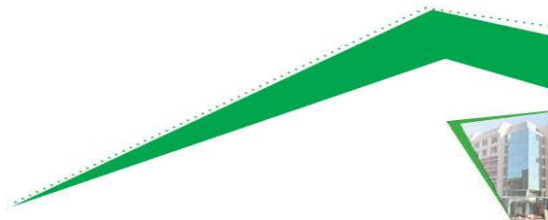
Project name	CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY
Reference number	SCMU5-22/23-0167
Works description	Refer to document C3 – Scope of Work

#### A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Ntabankulu, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Ntabankulu Local Municipality, in the Alfred Nzo District

#### A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Ms. T. Mfuku		
E-mail	<a href="mailto:Thandolwethu.Mfuku@ecdpw.gov.za">Thandolwethu.Mfuku@ecdpw.gov.za</a>		
Mobile number	082 499 7285	Telephone number	040 602 4539
Postal address	Independence Avenue, Qhasana Building, Bhisho	Postal Code	5605
Physical address	Independence Avenue, Qhasana Building, Bhisho	Postal Code	5605



#### A4.0 Principal Agent [1.1]

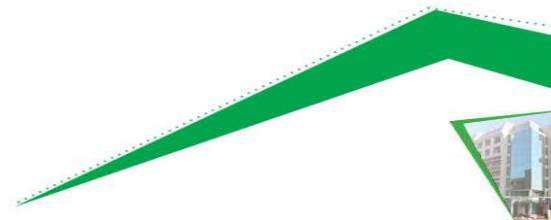
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above	NA	Contact person	Ms. Thandolwethu Mfuku
Practice number	NA	Telephone number	043 602 4539
		Mobile number	082 499 7285
Country	South Africa	E-mail	Thandolwethu.Mfuku@ecdpw.gov.za
Postal address	P.O Box X0022, Bhisho		Postal Code 5605
Physical address	Qhasana Building, Independence Avenue, Bhisho		Postal Code 5605

#### A5.0 Agent [1.1]

Discipline	Quantity Surveyor		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above	NA	Contact person	Mr. Yamkela Ndevu
Practice number	NA	Telephone number	
		Mobile number	
Country	South Africa	E-mail	Yamkela.Ndevu@ecdpw.gov.za
Postal address	P.O Box X0022, Bhisho		Postal Code 5605
Physical address	Qhasana Building, Independence Avenue, Bhisho		Postal Code 5605

#### A6.0 Agent [1.1]

Discipline	Architect		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	Mr. Loyiso Gamzana
Practice number		Telephone number	040 602 4
		Mobile number	072 756 7204
Country	South Africa	E-mail	Loyiso.Gamzana@ecdpw.gov.za
Postal address	P.O Box X0022, Bhisho		Postal Code 5605
Physical address	Qhasana Building, Independence Avenue, Bhisho London		Postal Code 5605



#### A7.0 Agent [1.1]

Discipline	Electrical Engineers		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above	NA	Contact person	Ms. Afika Mbasane
Practice number	NA	Telephone number	
		Mobile number	072 141 5446
Country	South Africa	E-mail	Afika.Mbasane@ecdpc.gov.za
Postal address	P.O. Box X0022 Bhisho		Postal Code 5605
Physical address	Qhasana Building Independence Avenue, Bhisho		Postal Code 5605

#### A8.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

#### A9.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

#### A10.0 Agent [1.1]





Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

**A11.0 Agent [1.1]**

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

**A12.0 Agent [1.1]**

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code



## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	<b>Standard System of Measuring Building Work (Sixth Edition) as amended</b>
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### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	<b>Republic of South Africa</b>
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this <b>agreement</b> [3.2]	<b>South African Rand</b>
--	---------------------------

### B 4.0 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	<b>Three (3)</b>

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC®</b> Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The <b>JBCC®</b> General Preliminaries for use with the <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30

<b>Contract drawings</b> – description	Number	Revision	Date
Refer to Part 3- Drawings			



### B 5.0 Employer's Agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

**Principal Agent**

**Principal agent's** and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

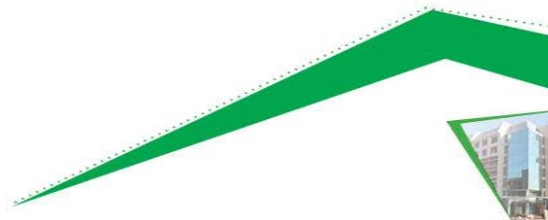
**None**

### B 6.0 Insurances [10.0]

Insurances by <b>employer</b>			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)			
or	<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount			
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )			
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

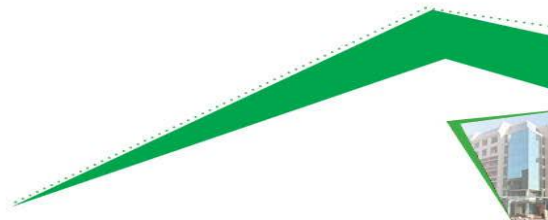
Insurances by <b>Contractor</b>			Amount including tax	Deductible amount including tax
<b>Yes / No:</b>		Yes		
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		N/A	N/A



or	<b>Works with practical completion in sections [10.2] (contract sum or amount)</b>	N/A	N/A
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		R60 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

#### B 7.0 Obligations of the employer [12.1]

<b>Existing premises will be in use and occupied [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restriction of working hours [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description		The execution of the project shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends.	
<b>Natural features and known services to be preserved by the contractor [12.1.3]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restrictions to the site or areas that the contractor may not occupy [12.1.4]</b>		<b>Yes / No?</b>	<b>No</b>



If yes, description			
<b>Supply of free issue [12.1.10]</b>	Yes / No?	<b>No</b>	
If yes, description			

#### B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

#### B 9.0 Selected subcontractors [15.0]

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		HVAC and fire protection installation
Specialisation 2		Electrical and Electronic Installation and connection
Specialisation 3		Fencing
Specialization 4		Furniture
Specialization 5		Paintwork
Specialisation 6		Roadworks, paving and parking area
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		
Specialisation 11		
Specialisation 12		
Specialisation 13		
Specialisation 14		
Specialisation 15		
Specialisation 16		



### B 10.0 Direct contractors [16.0]

Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

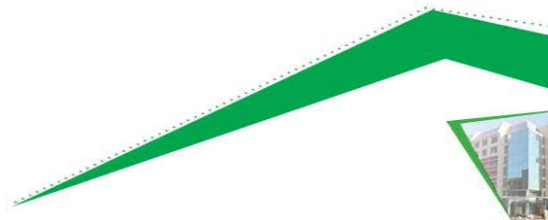
### B 11.0 Description of sections [20.1]

<b>Section 1</b>	N/A
<b>Section 2</b>	N/A
<b>Section 3</b>	N/A
<b>Section 4</b>	N/A
<b>Section 5</b>	N/A
<b>Section 6</b>	N/A
<b>Section 7</b>	N/A

### B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		<b>10 Working days</b>	<b>18 (Calendar) Project as whole</b>	<b>1.75 cent/R100 of Contract amount</b>

or where **sections** are applicable



Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

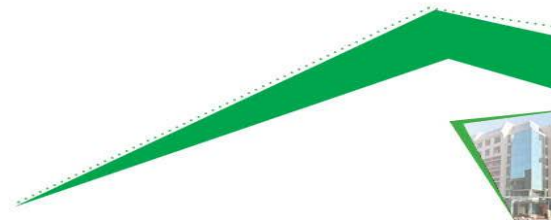
Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>
No further Criteria

#### B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

#### B 14.0 Payment [25.0]

Date of month for issue of regular <b>payment certificates</b> [25.2]	20 <sup>th</sup>		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	Yes	Base date = Tender closing date
If yes, method to calculate	CPAP calculated with Haylett formulae based on indices as provided by StatsSA		



<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	<b>Thirty (30) calendar days</b>
---	----------------------------------

#### B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	<b>Refer to Part C1.3 Dispute Resolution Mechanism</b>	
Applicable rules for adjudication [30.6.2]	<b>Adjudication in accordance with the CIDB adjudication process</b>	
Arbitration [30.7.4; 30.10]	<b>Yes / No?</b>	<b>No</b>
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	





## B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - <b>defects</b> - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of <b>site</b> in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the <b>works</b> - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will not be occupied	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By <b>contractor</b>	Yes / No?	Yes
	By <b>employer</b>	Yes / No?	No
	By <b>employer</b> – metered	Yes / No?	No
Electricity [B8.2]	By <b>contractor</b>	Yes / No?	Yes
	By <b>employer</b>	Yes / No?	No
	By <b>employer</b> – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By <b>contractor</b>	Yes / No?	Yes
	By <b>employer</b>	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

## B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

### 1.1 Definitions

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

### 6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

### 9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: ".... due to no fault of the **contractor**"

### 10.0 Insurances

Add the following as 10.1.5.1:

#### Hi risk Insurance



In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

#### 10.1.5.1.1 Damage to **the works**

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

#### 10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

#### 10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

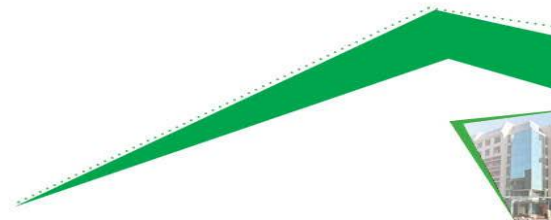
#### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

### 11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**



## 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

## 19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

## 21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

## 25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

## 27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

## 29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract



## C TENDERER'S SELECTIONS

### C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]		Not Applicable	

### C 2.0 Contractor's annual holiday periods during the construction period

Year 1 <b>contractor's</b> annual holiday period	start date	15/12/2023	end date	15/01/2024
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> annual holiday period	start date		end date	

### C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

#### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

#### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

#### C 4.0 Adjustment of preliminaries [26.9.4]

<b>Contractor's selection:</b> Select Option A or B	<b>Option:</b>	
Where the contractor does not select an option, Option A shall apply		

##### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections **is** required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

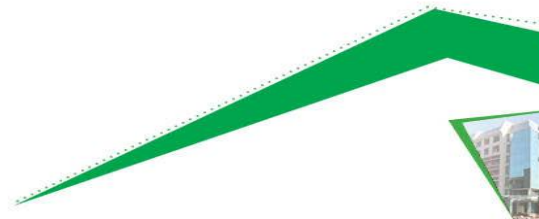
Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) <b>working days</b> of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

##### Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred</p>



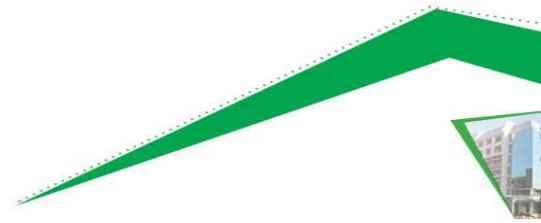


**Failure to provide particulars within the period stated**

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorized amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	<p>Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply</p>

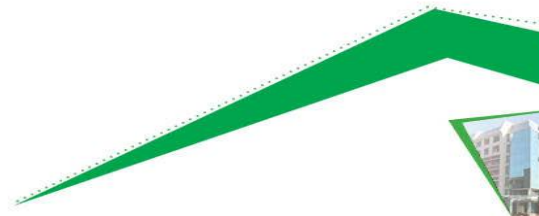
**Lump sum contract**

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



## **C1.3 CIDB ADJUDICATOR'S AGREEMENT**





This agreement is made on the ..... day of ..... between:.....  
..... (name of company / organization) of .....  
..... (address) and .....  
..... (name of company / organization) 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  
authorized to sign for and on  
behalf of the first Party in the  
presence of

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
who warrants that he / she is duly  
authorized to sign for and behalf  
of the second Party in the  
presence of

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
the Adjudicator in the presence of

Witness  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

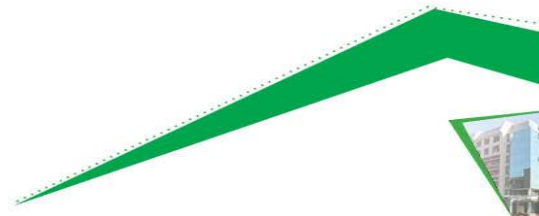
Witness:  
Name \_\_\_\_\_  
Address: \_\_\_\_\_

Witness:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

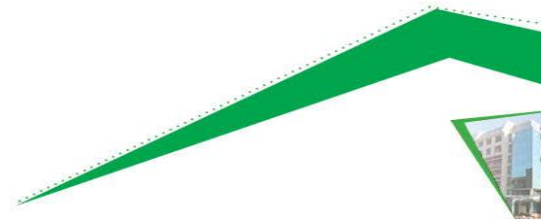
Date: \_\_\_\_\_

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



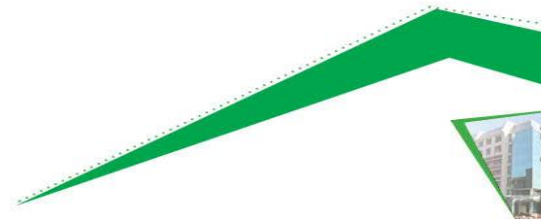
### Contract Data

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.
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. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € 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 in 30 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.

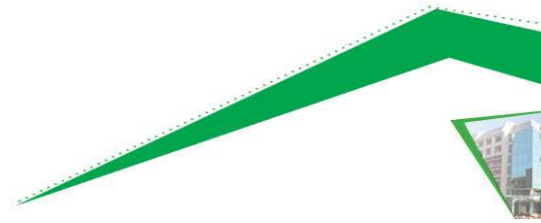


**CONSTRUCTION HEALTH AND SAFETY**

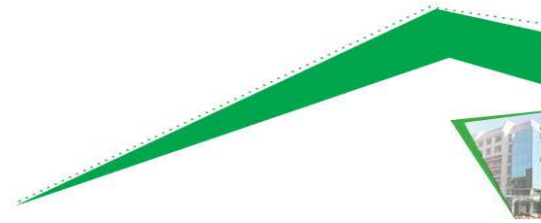
**AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL  
HEALTH AND SAFETY REGULATIONS**



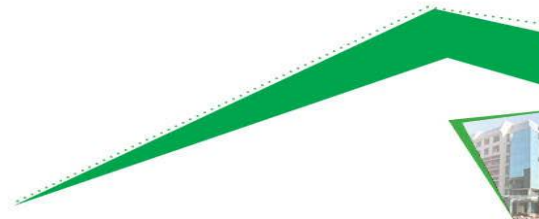
**EPWP SPECIFICATION**  
**AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL EPWP**  
**SPECIFICATIONS AND REQUIREMENTS.**  
**FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT**  
**[www.epwp.gov.za](http://www.epwp.gov.za)**



## PART C2: PRICING DATA

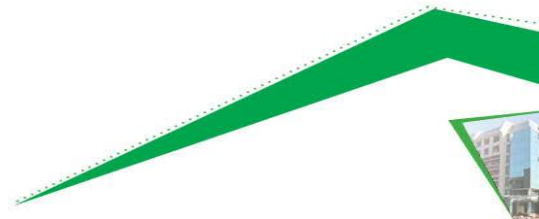


## PART C2.1 PRICING INSTRUCTIONS



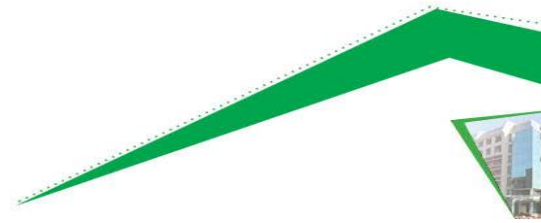
## C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
  - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018 with amendments from JBCC Edition 4.1, prepared by the Joint Building Contracts Committee. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [Preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website (<http://www.publicworks.gov.za/> under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

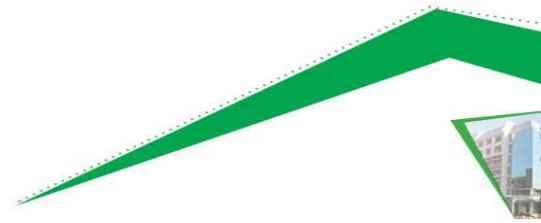


- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed
  - b) 15 percent is Value Related
  - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).



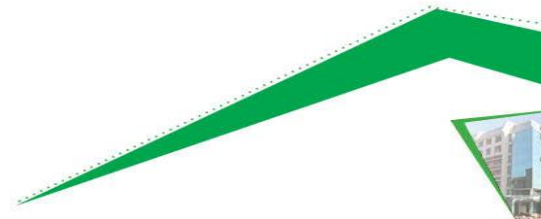


## PART C 2.2: BILLS OF QUANTITIES



## DRAWINGS

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.



## **PART C3 SCOPE OF WORK (TERMS OF REFERENCE)**

### **C3 Scope of Work (Terms of Reference)**

#### **3.1 Brief Scope of Work**

- Construction of new Library Facility consisting of the following:
- Public service area
- Workrooms
- Study Areas
- Ablutions
- Outside living area
- Kids activity areas
- Construction of Guard House
- Provision of fencing, gates and entrance Walls
- External Works
- Electrical and Mechanical Works
- Provision of Rainwater harvesting and water storage tanks
- Soil, water and sewer reticulation
- Storm water drainage
- Construction of Paving and Walkways

#### **3.2 Operational Protocols**

- Security is a priority, and the site shall be kept safe at all times
- The approved Health and Safety plan shall be provided by successful bidder prior commencement and Health and Safety shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be always specifically identifiable and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings (Progress, Technical Meeting and ad-hoc meeting), the frequency of which is to be determined.

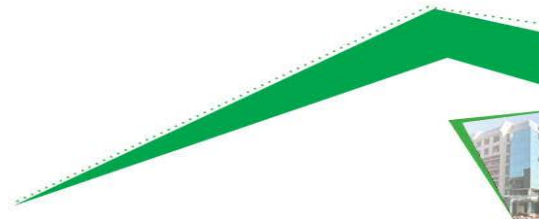
#### **3.3 Access**

- Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment.

#### **3.4 Acceptance of Tenders**

- The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

#### **3.5 Minimum Wage**



- The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).

### **3.6 Employers Objectives**

- Construction of new Ntabankulu Library Facility

### **3.7 Location of the Works**

- ERF 334 Ntabankulu, Ntabankulu Municipality, Alfred Nzo District, Eastern Cape

### **3.8 Temporary Works**

- All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993) and its regulations

### **3.9 Employer's Design**

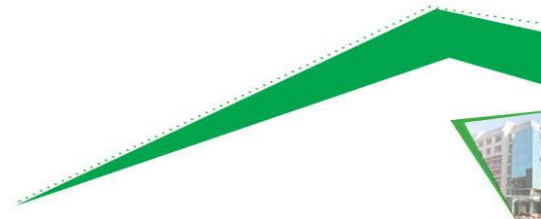
- Refer to Architects designs

### **3.10 Design Brief**

- Refer to Architects designs

### **3.10 Drawings**

- See list of drawings/Annexure's attached to this document.



## PART 4: SITE INFORMATION

### C4.1 SITE INFORMATION

<b>Project title:</b>	<b>CONSTRUCTION OF NEW NTABANKULU PUBLIC LIBRARY</b>
<b>Project Number:</b>	<b>SCMU5-22/23-0167</b>

#### GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions”  
(Refer to *Scope of Works C3*)

#### GEOTECHNICAL INVESTIGATION REPORT

To be made available to the successful bidder.