



## land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA

Provincial Shared Service Centre: Gauteng, 524 Stanza Bopape and Steve Biko Streets, Suncardia Building Arcadia, Private Bag X 09, Hatfield, 0028, Tel: 012 337 3600; Website: [www.dlrrd.gov.za](http://www.dlrrd.gov.za)

### **REQUEST FOR QUOTATION**

**CASE NO: 002/06/2025**

**APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE**

<b>PROJECT:</b>	<b>THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION</b>	
<b>SITUATED</b>	<b>SINENHLANHLA PRIMARY SCHOOL IS LOCATED AT 1279 IQWANINGI STREET, RETHABISENG, BRONKHORSTSPRUIT WITHIN THE CITY OF TSHWANE MUNICIPALITY.</b>	
<b>DISTRICT</b>	<b>TSHWANE METROPOLITAN MUNICIPALITY</b>	
<b>PROVINCE</b>	<b>GAUTENG PROVINCE</b>	
<b>DESCRIPTION:</b>	<b>THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE</b>	
<b>SCM CONTACT PERSON:</b>	<b>JANE MPEPELE</b> <b>012 337 3700 / 071 878 9095</b> OR <a href="mailto:Jane.mpepele@dalrrd.gov.za">Jane.mpepele@dalrrd.gov.za</a>	<b>ABSALOM MAREMA</b> <b>(012) 337 3634</b> <a href="mailto:amarema@dalrrd.gov.za">amarema@dalrrd.gov.za</a>
<b>ENQUIRIES RELATING TO THE SCOPE OF WORK/ TECHNICAL</b>	<b>Mr. Gabriel Tharaga</b> <b>Tel: (012) 337 3751</b> OR <b>Cell: 082 577 5708</b> <b>Email: Gabriel.Tharaga@dalrrd.gov.za</b> <a href="mailto:KgaugeloRa@dalrrd.gov.za">KgaugeloRa@dalrrd.gov.za</a>	<b>Kgaugelo Ramoabi</b> <b>(012) 337 3698</b> <b>071 878 8524</b>
<b>ADDRESS FOR SUBMISSION</b>	<b>DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: PSSC:GP</b> <b>524 STANZA BOPAPE STREET (CNR STANZA BOPAPE AND STEVE BIKO)</b> <b>SUNCARDIA BUILDING ,6<sup>TH</sup> FLOOR</b> <b>PRETORIA (ARCADIA)</b> <b>FOR ATTENTION: JANE MPEPELE OR ABSALOM MAREMA</b>	
<b>COMPULSORY QUOTATION CLARIFICATION MEETING</b>	<b>DATE: 18 JUNE 2025</b> <b>VENUE: SINENHLANHLA PRIMARY SCHOOL</b> <b>COORDINATES: -25.723304, 28.710027</b> <b>Time: 11H00</b>	
<b>VALIDITY PERIOD</b>	<b>90 DAYS AFTER THE CLOSING DATE</b>	
<b>CIDB GRADING</b>	<b>1 ME</b>	
<b>CLOSING DATE AND TIME</b>	<b>25 JUNE 2025 TIME: 11:00 AM</b>	

## **1 EMPLOYER'S OBJECTIVES**

This invitation is for the appointment of a contractor for water augmentation at Sinenhlanhla Primary School under City of Tshwane Metropolitan Municipality in Gauteng Province.

The Employer's objective is to provide sustainable water to the learners and staff of Sinenhlanhla Primary School in Rethabiseng, Bronkhorstspuit within the City of Tshwane Municipality.

The Employer wishes through this Project to create Job opportunities for the people of Rethabiseng by introducing Labour Intensive Construction methods and techniques. This initiative aims to produce employment to curb the high levels of unemployment that the people of Rethabiseng face.

## **2 PROJECT DESCRIPTION**

### **2.1 SCOPE OF WORK**

The Department of Land Reform and Rural Development wishes to appoint a suitably qualified Service provider for the water augmentation at Sinenhlanhla Primary School under City of Tshwane Metropolitan Municipality in Gauteng Province.

The scope of work shall be for the water augmentation at Sinenhlanhla Primary School. It covers the following installations and documentation:

- Supply and Installation of submersible borehole pump and all associated electrical and mechanical works
- Supply and Installation of water infiltration system
- Supply and installation of pipeline from borehole to storage and all associated works
- Borehole covering (manhole)
- Testing and Commissioning.
- Training
- Operations and maintenance manuals.
- As-built drawings
- Health and Safety Documents.

### **2.2 INTRODCUTION**

- 2.2.1 The main purpose of this document is to outline the detailed design specifications and Bill of quantities (BOQ) required for the water augmentation at Sinenhlanhla Primary School.

Sinenhlanhla Primary School is facing severe water shortages, impacting daily operations and sanitation. To address this, a borehole water supply system is to be implemented to ensure a reliable and sustainable water source.

## **2.3 SAFETY PRECAUTIONS FOR SITE WORKERS**

2.3.1 It is the responsibility of the Contractor that the team on site is aware of all health and safety procedures and policies. The construction site must have an updated set of policies and procedures regarding safety and health. Contractors and personnel without the required Personnel Protective Equipment (PPE) must not be allowed on site. Specifications mentioned in the SABS 1200 series must be complied with. The following regulations must be strictly adhered to in order to ensure worker safety:

- Minimum wearing apparel – All site workers involved in the excavations and installation of the lighting must wear as a minimum protection the following: full length pants and short sleeve shirt or t-shirt. Cutoffs, tank tops, or modified shirts, etc., are not acceptable wearing apparel.
- Foot protection – All site workers must wear safety boots to protect their feet and ankles.
- Eye protection – Workers must wear protective goggles or protective spectacles.
- Skin protection – Workers must wear protective gloves.
- Ear protection – Heavy duty ear plugs.
- A basic medical kit must be available on site.

## **2.4. STANDARD SPECIFICATIONS, REGULATIONS AND CODES**

2.4.1 All materials and work required will be done in accordance with the latest standards, municipality by laws and occupational health and safety act. The following is applicable

- OHS Act of 1993
- All pipe fittings must be SABS Approved pipe fittings. They must be sourced from reputable manufacturers.

## **2.5 SITE CONDITIONS**

- 2.5.1 The contractor shall familiarize themselves with the site conditions prior to undertaking or providing cost estimates for any work. Specific conditions to be observed include, but are not limited to, the main contractor's site access and entry requirements, OHS requirements, qualification and soil conditions to ensure a successful installation of the borehole pump and infiltration system.

## **2.6 TECHNICAL SPECIFICATIONS**

### **2.6.1. Scope of Work**

The scope of this specification includes the supply, installation, and commissioning of a borehole pump system and a filtration system. The work includes trenching, laying of pipes, connecting power supply, and all associated civil, mechanical, and electrical work necessary to ensure a fully functional system.

### **2.6.2. Standards and Regulations**

The installation shall comply with all relevant local and national standards, regulations, and manufacturer's recommendations including but not limited to SANS.

### **2.6.3. Submittals**

The contractor shall provide:

- Manufacturer's specifications and installation manuals.
- As-built drawings.
- Test certificates and commissioning reports.

### **2.6.4. Borehole Pump**

- Type: Submersible borehole pump.
- Capacity: 1.5kW with a flow of 1.2 m<sup>3</sup>/hr at a head of 180m
- Material: Corrosion-resistant stainless steel or approved equivalent.

### **2.6.5. Piping**

- Type: High-density polyethylene (HDPE) pipes or uPVC pipes rated for underground and pressurized water applications as approved by the Engineer.
- Fittings: Compatible HDPE/uPVC fittings, flanges, and connectors.

### **2.6.6. Electrical**

- Cable: Submersible-rated power cables suitable for direct burial.
- Control Panel: To include motor protection, overload protection, and manual/automatic operation functionality.
- Earthing: Proper earthing of the system as per electrical regulations.

### **2.6.7. Trenching**

- Excavate trenches to a minimum depth of 750mm or as required by local regulations.

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- Trenches shall have smooth, uniform bottoms, free from debris and sharp objects.
- Backfilling shall be done in layers, compacted, and restored to original surface condition.

**2.6.8. Laying of Pipes**

- Pipes shall be laid in trenches with adequate clearance from other services.
- All joints shall be properly secured and tested for leaks before backfilling.
- Provide adequate pipe support and protection at bends and transitions.

**2.6.9. Electrical Installation**

- Install cables in conduit or as specified when laid underground.
- Terminate cables in the control panel and ensure proper connections to the pump.
- Test electrical connections for continuity and insulation resistance before commissioning.

**2.6.10. Testing and Commissioning**

- The entire installation shall be inspected for compliance with specifications.
- Hydrostatic pressure testing of pipes shall be conducted at 1.5 times the operating pressure for 2 hours with no leakage.
- The pump shall be run to verify correct operation, flow rate, and pressure as per the design specifications.
- Electrical connections shall be tested for proper functioning and safety.

**2.6.11. Documentation and Handover**

- Provide complete as-built drawings and operational manuals.
- Issue a certificate of completion upon successful commissioning.
- Provide maintenance guidelines and schedules.

**2.6.12. Guarantee and Warranty**

- The contractor shall provide a minimum one-year warranty on materials and workmanship.

**2.6.13. Iron and Manganese Removal Filter**

- Type: Multi-stage filtration system with oxidation, sediment filtration, and catalytic media.

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- Capacity: Capacity of media shall be 30L
- Material: Non-corrosive housing (e.g., fiberglass, stainless steel) with replaceable media.
- Valves: Automatic or manual backwashing control valves.
- Piping: Schedule 40 PVC or HDPE pipes for water connections or SS 304 Pipe. Submissions to be done to the Wet Services Engineer before procurement.

**2.6.14. Filter Installation**

- Connect inlet and outlet piping according to manufacturer's specifications.
- Install backwashing systems and control valves as per design requirements.
- Ensure all connections are leak-proof and secure.

**2.6.15. Environmental Protection of the site**

Care must be taken in the handling and storage of all drilling fluids, oils, greases and fuel on site, to avoid any environmental degradation. The Contractor shall dispose of any toxic materials, drilling fluid and other additives, cuttings and discharged water in a manner approved by the Engineer/Project Manager so as not to create damage to public and private property.

**2.6.16. Workmanship**

The Contractor is expected to carry out all works as instructed by the Engineer/Project Manager in a thorough and workman-like manner, and up to SANS; s/he shall carry out operations with the due efficiency and dispatch in accordance with the terms of the contract and to the satisfaction of the Engineer/Project Manager. For this purpose, the Contractor shall use suitable machinery and gear, and supply efficient and experienced staff

**2.6.17. Equipment Provided by the Contractor**

All machinery, equipment and materials to carry out the drilling, construction, etc. as specified in BoQ, are to be mobilized to the site. At the start of the contract the Engineer/Project Manager will verify the specifications and state of repair of all major items of plant. He shall have the right to order the removal and/or replacement of any plant, which in his opinion is insufficient or unsatisfactory.

#### **2.6.18. Installation of Borehole Identification Numbers**

The Contractor shall prepare a brass plate (measuring 40 mm x 90 mm) with inscription of the borehole ID number. The Consultant shall ensure that the ID numbering is consistent with the existing approved grid numbering system of the Water Resources Commission

#### **2.6.19. Disinfection of Boreholes**

To affirm that there is no contamination of the borehole during the pump installation, the contractor should disinfect all pump parts and the borehole prior to placement in the borehole. During the disinfection process, the concentration of available chlorine in the well and filter pack should be at least 50 mg/l and that it remains for 2 hours. Borehole surfaces that are above the static water level must be completely flushed with the solution chlorine solution.

#### **2.6.20. Acceptance of Boreholes**

The Engineer shall accept the boreholes only upon satisfactory completion of all drilling operations, installation of casing, and development works and pumps installation.

#### **2.6.21. Loss of Equipment**

Any equipment lost down a borehole must be removed, or the borehole will be considered a lost bore. A replacement borehole will have to be constructed at the Contractor's expense.



## **2.7 GENERAL SPECIFICATIONS**

### **2.7.1 Components and Equipment**

In addition to section specific requirements the following general component and equipment requirements shall be adhered to.

All materials, equipment and components shall be new, of good quality and fit for purpose. The contractor shall not provide without written approval products that are obsolete, discontinued or about to be discontinued.

The contractor shall provide equipment and associated accessories which are the products of established manufacturers regularly engaged in the manufacture of such equipment applicable to the system.

All equipment and materials used in these works shall be standard components that are regularly manufactured and utilised in the manufacturers' system.

All system components shall operate reliably within the range of -10 degrees to +55 degrees and 98% non-condensing humidity.

To ensure the long-term dependability of the system, the contractor shall provide all system components with appropriate environmental protections including (as appropriate).

Protective enclosures.

- Seals.
- Insulation.
- Water proofing.
- Rust proofing.
- UV protection.

Any modifications to equipment to meet the intent of this specification shall be performed in a way that does not alter the manufacturers' warranty.

The contractor shall be responsible for coordination with the main contractor and with other works and trades including civil, structural, electrical and security where work is dependent upon or carried out in conjunction with these works. This includes but is not restricted to:

- Use of site and facilities
- Closure of restriction of access to site and facilities
- Scheduling of works and resources
- Segregation of services
- Site reinstatement

The method of equipment installation shall not adversely affect the function or structural integrity of the structure to which the equipment is attached.

The method of equipment installation shall not compromise the IP rating of the equipment.

Positioning of Equipment: Final positions of equipment shall be agreed on site, prior to installation. Equipment shall be positioned with due regard to effective and efficient site lighting.

### **2.7.2 Quality of Materials**

All materials supplied or utilized under this contract shall be new and unused. Only materials of first-class quality and finish shall be utilised. All materials shall be subject to prior approval by the engineer.

All materials shall comply with the relevant SANS specifications.

All materials shall be unconditionally guaranteed for a period of 12 months from the date of practical completion, which is first hand over. Where supplier's guarantees are of a shorter duration than 12 months, the engineer shall unreservedly agree to the extension and cession of all warranties and guarantees.

The contractor shall replace any materials that are found to be defective during the 12 months defects liability period.

All equipment warranties, guarantees, etc., shall be submitted as part of the project completion hand over document

### **2.7.3 Competence of Personnel, Workmanship and Staff**

All work shall be executed and supervised by suitably qualified staff. Only "ACCREDITED PERSONS" shall be permitted to carry out and supervise work.

Qualified and specialized personnel with expertise knowledge of the relevant equipment shall be provided for the installation and commissioning of works.

The Contractor shall at all times have an adequate number of employees available during the construction period to ensure that the work does not delay the construction programme.

The works shall be supervised by a full time and registered installer of such type of works.

### **2.7.4 Co-ordination of Services**

The Contractor shall be responsible for the on-site co-ordination with other contractors and the Employer. Due allowance shall be made for this liaison and on-site co-ordination in the tender price.

### **2.7.5 Finishing and Tidying**

During the progress of the work and at the completion thereof, the Site shall be kept and left in a clean and orderly condition to the satisfaction of the Engineer. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the premises free from debris and obstruction.

On no account will rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others.

In the event of this occurring the Employer will have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned, without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying shall therefore not be left to the end of the Contract but shall be a continuous operation.

#### **2.7.6 Protection of Other Services and Structures**

The Contractor shall take all the necessary precautions to protect existing services, finishes and structures during the execution of the Contract, and shall be fully responsible for all repairs and damages thereto. The costs for any repairs of damages shall be recovered from the Contractor.

The Contractor shall also exercise extreme care when excavations are made, to avoid damage to existing or newly installed services. Any damages to other services shall be rectified forthwith and the costs for the rectification will therefore be recovered from the Contractor.

#### **2.7.7 Training**

The training of operators shall form part of this contract.

Training shall commence during the commissioning period of the installation.

It shall be the responsibility of the contractor to ensure that all training is carried out and that all necessary personnel are trained. Evidence of training shall be provided to the Engineer in the form of an attendance register.

#### **2.7.8 Inspections**

The Engineer's or Client's representative will inspect the installation at any time. All inferior, unsuitable, unacceptable or rejected work shall, if indicated by the inspecting officers or the Engineer, be removed and shall be rectified by the Contractor at his own expense. Under no circumstances will these inspections relieve the Contractor of their obligations in terms of the document, nor will these inspections be regarded as final approval of the works or portions thereof.

Where, inspections are requested by the Contractor, the Engineer's or Client's inspection shall only be carried out after the Contractor has carried out his own preliminary inspection to ensure that the Works are completed and comply with the documents. The Engineer's or Client's inspection shall therefore not be regarded as supervision, fault listing, quality assurance or site management.

#### **2.7.9 Site Tests and Commissioning**

It remains the contractor's responsibility to ensure site testing and commissioning are completed to the satisfaction of the Engineer or the Client's representative.

#### **2.7.10 Certificate of Compliance**

All work covered under this contract or that has to be carried out on site, must be executed by a qualified and fully representative person. After completion of the contract the Contractor shall submit to the Engineer a certificate of compliance in terms of legislation prior to final payment being processed.

#### **2.7.11 As-Built Drawings and Documentation**

The Contractor shall prepare the following:

- As-built drawings
- Manuals
- Shop Drawings
- Training Manuals

#### **2.7.12 12-Month Defects Liability Period**

The installation under this contract shall be guaranteed for a period of twelve months from the date of acceptance by the Engineer in all respects and commissioned for continuous service. The tender price shall be included for the above.

The defects liability will be for a period of twelve months, calculated from the date of issue of the Certificate of completion by the Engineer.

### **2.8. WORKS SPECIFICATION**

#### **2.8.1. Temporary Works**

Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned. Safety & Security of the contractor's temporary works shall be to his own discretion. The safety of the Employer and Employer's staff will also be the responsibility of the Main Contractor. All reasonable steps should be taken to ensure the safety of all persons on site. The Contractor shall make his own arrangements with the necessary authorities for the supply of electricity and telephones.

#### **2.8.2. Site Activities**

- Site Establishment
- Clearing, Grubbing and Excavation
- Laying of pipe
- Backfilling and compaction
- Installation of borehole pump
- Electrical wiring for pump
- Inspection of the completed works, at milestone intervals.
- Practical completion inspection and handover.
- De-establishment of site.

## 2.9 DESIGN SCHEDULE OF QUANTITIES

2.9.1 A detailed project schedule of quantities for the water augmentation at Sinenhlanhla Primary School

**NOTE:** Site briefing is compulsory. Only quote for applicable expectation as indicated during site briefing, only actuals will be paid for. Quotation per item must include supply, delivery, and installation.

### 2.7.2 Location

The site located as follows:

Municipality	Nearest Town	Co-ordinates	Nature of Work
City of Tshwane Metropolitan Municipality	Bronkhorstspuit	25°43'23.9"S 28°42'36.1"E	Construction

### 3 CONTRACT DATA

#### 3.1 CONTRACT DATA AND STANDARD CONDITIONS OF TENDER

##### CONDITIONS OF CONTRACT

The General Condition of Contract for Construction Works (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947)

REF CLAUSE No.	VARIATIONS AND ADDITIONS TO CONDITIONS OF THE CONTRACT
1.1.1.13	The Defect Liability Period is 12 months.
1.1.1.14	The time for achieving practical completion is 2 months.
1.1.1.15	Name of Employer: Department of Land Reform and Rural Development
1.2.1.2	Address of Employer: Physical 524 Stanza Bopape, Cnr Stanza Bopape & Steve Biko Str PRETORIA 0083 Postal Private Bag X09 Hatfield, PRETORIA 0028
	The Pricing strategy is Re-measurable Contract.
5.3.1	The Documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial program (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit documentation required before commencement with Works execution is 14 Calendar days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site information.
5.8.1	The non-working days are Sundays. The special non-working days are: All statutory holidays as declared by national or Regional Government. The year –end break commencing on the first working day after 15 December and ending on the first working day after 01 January of the next year.
5.13.1	The penalty for failing to complete the Works is: the lesser of R200.00 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day”
5.16.3	The latent defect period is 60 months.
6.3.1	ADD FOLLOWING Variations that have financial implication will be approved by the department in line with the departmental approved Supply Chain Management Delegation of Authority. Contingencies: Contingencies are under the sole control of the department and upon approval in line with the departmental approved Supply Chain Management Delegation of Authority.

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6.10.3	The limit of retention money is 10% of the net tender amount.
8.2.1	<p>The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient roads sign, lights, barricades, fencing, and guarding as may be necessary or required by the engineer or by any act, regulation, or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the works and temporary works shall, as far as the provisions for the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property and the Contractor hereby indemnifies the employer against any claims, demands, damage and cost that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractors prices for provision and general costs, except in as provision is made in the specifications for payment in respect of specific items pertaining to those obligations.</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.3	The limit of indemnity for liability insurance is R 500 000.00

## SECTION B: DATA TO BE PROVIDED BY CONTRACTOR

### CONDITION OF CONTRACT

The General Conditions of Contract for Construction Works (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

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REF CLAUSE No.		
1.1.1.19	Name Contractor.....	of
1.2.1.2	Address of Contractor:  Physical:..... Postal:..... ..... ..... ..... e-mail:.....Telephone no.:..... Fax No:.....	
6.2.1	The security to be provided by the Contractor shall be one of the following:	
	Types of security (VAT shall be excluded from the Contract Sum and the value of the works for calculating the percentage)	Contractor's choice ( Indicate "Yes" or "No")
	Retention of 10% of the Contract Sum	
	Performance guarantee of 10% of the Contract Sum	



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1.2.1	<p>Employer: DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AND LAND REFORM</p> <p>Postal address: Private Bag X09 Hatfield 0001</p> <p>Physical address: 524 Stanza Bopape, Cnr Stanza Bopape &amp; Steve Biko Str PRETORIA 0083</p> <p>Telephone no: 012 337 3700 E-mail: <a href="mailto:Jane.Mpepele@dalrrd.gov.za">Jane.Mpepele@dalrrd.gov.za</a> or <a href="mailto:Absolom.Marema@dalrrd.gov.za">Absolom.Marema@dalrrd.gov.za</a></p>
1.2.2	<p>Project Manager:</p> <p>Name: Gabriel Tharaga Postal address: Private Bag X09 Hatfield 0028</p> <p>Telephone no: 012 337 3751 Mobile no: 082 970 2027 E-mail: <a href="mailto:Gabriel.Tharaga@dalrrd.gov.za">Gabriel.Tharaga@dalrrd.gov.za</a></p> <p>OR</p> <p>NAME: Kgauelo Ramoabi Postal address: Private Bag X09 Hatfield 0028</p> <p>Telephone no: 012 337 3698 Mobile no: 071 878 8524 E-mail: <a href="mailto:KgaueloRa@dalrrd.gov.za">KgaueloRa@dalrrd.gov.za</a></p>

## 4 EVALUATION CRITERIA

Tenders will be evaluated in terms of the evaluation criteria stipulated below:

- (a) Evaluation for mandatory criteria
- (b) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

### (a) EVALUATION FOR MANDATORY CRITERIA

- i) Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **1ME** or Higher Class of construction work, are eligible to submit tenders.
- ii) Attendance of the Compulsory Tender Clarification meeting as stipulated above.
- iii) Correction in terms of price must not be made by means of a correction fluid such as Tippex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the task order as a whole will not be considered.
- iv) In the event of mistakes having been made on the Form of Offer it must be crossed out in ink and be accompanied by an initial at each and every price alteration if not the task order as a whole will not be considered
- v) The Tenderer submits a duly and dated relevant resolution of their members or their board of directors, as the case may be, on their company letterhead. In the case of a One-Person Concern submitting a tender, this shall be clearly stated on the company letter head. In case of a Company submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company. In the case of a Closed Corporation submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member's behalf. In the case of a Partnership submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a Joint Venture submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." i.e. the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.
- vi) Form of offer must be completed and signed by duly authorized person.
- vii) Attach a Compensation for Occupational Injuries and Diseases Act (COIDA) for Building and Construction, with Department of Labour or with a licensed compensation insurer. A Tenderer who presently do not have any labour in their employ must submit a Tender Letter obtainable from the Department of Labour.

### **NOTE: Additional Required Documents (Not for elimination/disqualification)**

- a) Valid Tax Clearance Certificate and/or SARS issued pin code.

### **TAX COMPLIANCE STATUS**

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

**(b) EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.**

Apply the **80/20 Preference Point system** where a maximum of Eighty (80) tender adjudication points will be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022

**POINTS AWARDED FOR PRICE**

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

**80/20**

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

Where

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

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference**

**APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE**

***point system is applicable, corresponding points must also be indicated as such.***

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
Who had no franchise in national elections before the 1983 and 1993 Constitution		10		
Who is female		5		
Who has a disability		2		
Specific goal: Youth		3		

## 5. PRICING SCHEDULES

<b>PROJECT:</b>		<b>SINENHLAHLA PRIMARY SCHOOL WATER AUGMENTATION PROJECT</b>	
<b>CONTRACT:</b>		<b>MECHANICAL SERVICES</b>	
<b>Item No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>AMOUNT</b>
<b>A1</b>	Contractor's Site Establishment including all facilities required		
<b>A2</b>	Supervision		
<b>A3</b>	Tools and Equipment		
<b>A4</b>	Submission of OHSA file		
<b>A5</b>	Compliance to OHS		
<b>A</b>	<b>TOTAL THIS CARRIED FORWARD TO SUMMARY PAGE</b>		

**APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLAHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE**

<b>PROJECT:</b>		<b>SINENHLAHLA PRIMARY SCHOOL WATER AUGMENTATION PROJECT</b>			
<b>CONTRACT:</b>		<b>MECHANICAL SERVICES</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>B</b>	<b>WET SERVICES</b>				
<b>B1</b>	<b>Supply and install Submersible Borehole pump complete with accessories to make a complete installation</b>				
1	1.5KW, flow 1.2m <sup>3</sup> /hr with head of 180m	No.	1		
2	Allow for Borehole pump encasing with pvc	No.	1		
<b>B2</b>	<b>PIPEWORK AND ACCESSORIES</b>				
1	Supply and install HDPE pipe PN16 40mm	m	150		
2	Supply and install HDPE pipe PN16 50mm	m	200		
3	Supply and install 40mm HDPE elbows	No.	8		
4	Supply and install 50mm HDPE elbows	No.	8		
5	Supply and install 50mm HDPE 45 degrees bend	No.	9		
6	Allow for trenching (with 400mm depth 750mm), bedding material 100mm and back filling	m	200		
7	Supply and install 40mm SS 304 pipe	m	10		
8	Supply and install 40mm elbow	No.	4		
9	Supply and install 28mm SS 304 pipe	m	15		
10	Supply and install 28mm elbow	No.	10		
11	Supply and install 22mm pvc pipe for backwash system	m	25		
12	Supply and install 40mm Brass Non-Return Valve	No.	1		
13	Supply and install 80L pressure tank c/w all connections	No.	1		

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14	Supply and install 40mm Prefilter	No.	1		
15	Supply and install 40mm Inline chlorine filter	No.	1		
16	Supply and install iron and manganese removal filter with 30Litres media capacity	No.	1		
17	Supply and install 40mm brass isolation valve	No.	1		
18	Supply and install 28mm brass isolation valve	No.	3		
19	Supply and install 28mm Non-Return Valve	No.	2		
20	Supply and install air release valve 40mm	No.	1		
21	Supply and install float valve	No.	2		
	<b>BALANCE BROUGHT DOWN</b>				
	<b>BALANCE BROUGHT FORWARD</b>				
22	Supply and install brass non return valve 50mm on the connection point to the main line	no.	1		
23	Supply and install Sand and sediment fliter (5 Micron)	No.	1		
<b>B3</b>	<b>ELECTRICAL WORKS</b>				
1	Supply and install borehole pump control panel	no.	1		
2	Supply and install 10sq.mm cable for borehole pump	m	200		
3	Supply and install 4sq.mm cable for iron and manganese filter	m	30		
4	Supply and install 30A breaker for Borehole pump	no.	1		
5	Supply and install 32mm steel conduit	m	80		
6	Allow borehole control operation with float switch in the main tank	Item	1		
7	Supply and install pvc black sleeve for electric cable.	m	80		

**APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE**

8	Supply and install plug point for iron and manganese removal filter in the plant room.	no.	1		
<b>B4</b>	<b>BOREHOLE COVER</b>				
1	Supply and Install Manhole Cover And Frame Cast Iron 450x600 25kg L/D	No	1		
2	Allow for excavation, bedding material 200mm and back filling and compaction	m <sup>3</sup>	3.5		
3	25/19 Mpa Concrete	m <sup>3</sup>	1		
4	Brickwork: Corobrik Montana Travertine Facebrick Standard or similar approved with flush pointed mortar joints	m <sup>2</sup>	3		
5	Supply, Bend and Install High Tensile Steel Bars (Y12) for locking mechanism	t	0.02		
6	Supply and Install 400 x 400 x 6mm Mild Steel Square Base Plate	No	1		
7	Supply High Security Padlock	No	4		
<b>B5</b>	<b>PROJECT ENGINEERING AND QUALITY MANAGEMENT</b>				
	Testing, commissioning and handover of Pumping system, including pressure testing and inspection and compilation of plans submitted to the Engineer for approval.				
1	Operation and Maintenance Instruction Manuals	set	4		
2	User Training	Item	1		
	<b>TEST &amp; COMMISSION</b>				
3	Test and Commission Pumping system	Item	1		



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<b>B</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY PAGE</b>				

<b>PROJECT:</b>		<b>SINENHLAHLA PRIMARY SCHOOL WATER AUGMENTATION PROJECT</b>			
<b>CONTRACT:</b>		<b>MECHANICAL SERVICES</b>			
<b>Item No.</b>	<b>DESCRIPTION</b>				<b>AMOUNT</b>
	<b><u>FINAL SUMMARY PAGE</u></b>				
	<b><u>PRELIMINARIES AND GENERAL CONDITIONS OF THE CONTRACT</u></b>				
A	TOTAL BROUGHT FORWARD FROM Ps and Gs				
	<b><u>MAIN BUILDING MECHANICAL SERVICES INSTALLATION</u></b>				
B	TOTAL BROUGHT FORWARD FROM COLD AND HOT WATER SUPPLY				
	<b>SUBTOTAL</b>				
	Add 15% VAT				
	<b>TOTAL</b>				

## FORM OF OFFER AND ACCEPTANCE

### FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

#### OFFER

#### APPOINTMENT OF A CONTRACTOR FOR SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the relative 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 quotation.

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

\_\_\_\_\_ Rand *[in words]*;

R \_\_\_\_\_ *[in figures]*.

*(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)*

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

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

APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE

**FOR THE TENDERER:**

Signature(s)

\_\_\_\_\_  
\_\_\_\_\_

Name(s)

\_\_\_\_\_  
\_\_\_\_\_

Capacity

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)  
Name and Signature  
Of Witness

\_\_\_\_\_  
\_\_\_\_\_

Date

\_\_\_\_\_

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 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

**APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE**

2.2 Do you, or any person connected with the bidder, have a relationship

---

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

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

**APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE**

- 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

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

**PRICE QUOTATION PROCESS (UP TO R 1 MILLION)**

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

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

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**1. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
  - Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

## 2. GENERAL CONDITIONS

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

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

### 2.2 To be completed by the organ of state

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

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

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

### 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.



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- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

**Attach a copy of Identity Document (ID) and company registration document.**

- 2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

- 2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

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<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
Who had no franchise in national elections before the 1983 and 1993 Constitution		10		
Who is female		5		
Who has a disability		2		
Specific goal: Youth		3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
  - **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
  - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
  - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
  - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

**2.13 It is important to note that failure by a tenderer to complete the table in paragraph**

**2.12 in full, will result in points for specific goals not to be allocated.**

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

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

##### **3.2.1. POINTS AWARDED FOR PRICE**

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

### **4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/ documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

## **5. SUB-CONTRACTING**

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

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

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: .....%

ii) The name of the sub-contractor: .....

iii) Points claimed for HDI by the sub-contractor: .....

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

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

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(d) been applied recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has; and

(e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## **SBD 6.2**

### Guidance Document for the Calculation of Local Content

## **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

## **2. GENERAL**

### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011

Annexure A and B.

The guideline consists of two parts, namely:

- ☐ a written guideline; and
- ☐ three declarations that must be completed:
  - ☐ Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - ☐ Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - ☐ Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted. If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

#### **NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

### **2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

### **2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:

- ☐ products imported directly by the tenderer; and
- ☐ products imported by a third party and supplied to the tenderer.

#### **2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content." 2.3.1.1. Imported directly by the tenderer:

When the tenderer imports products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer: When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### **2.3.1.3. Exempt Imported Content:**

Exemptions, if any, are granted by the Department of Trade and Industry (the DTI). Evidence of the exemptions must be provided and included in

Annexure D.



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**2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

**ANNEXURE C**

**3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

Note: The paragraph numbers correspond to the numbers in Annexure C.

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal

Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**List of items**

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Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column

**C18. This value must correspond with the value of D19 on Annexure D.**

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

**ANNEXURE D**

**4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

Note: The paragraph numbers correspond to the numbers in Annexure D.

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

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Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate(D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

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Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

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Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

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Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

**5. ANNEXURE E**

**5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

The paragraph numbers correspond to the numbers in Annexure E

**E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

**E4. Tender authority**



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Supply the name of the tender authority.

**E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd Ltd).

**Local Goods, Services and Works**

**E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

**E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

**E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (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)].

### General Conditions

#### 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%20development/ip.jsp) at no cost.**

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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:**

Description of services, works or goods	Stipulated minimum threshold
Electrical Cables:	
• Low Voltage	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"/>
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3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. ....

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

.....  
NB

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.

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

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

The facts contained herein are within my own personal knowledge.

I have satisfied myself that:

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

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.

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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.

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:

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Example

Annex C		CASE STUDY ONE		SATS 1286.2011	
Local Content Declaration - Summary Schedule					
(C1)	Tender No.	GP 100010			
(C2)	Tender description:	Office Desks and Chairs			
(C3)	Designated product(s)	Office Furniture			
(C4)	Tender Authority:	Gauteng Purchasing Department			
(C5)	Tendering Entity name:	Rainbow Office Furniture			
(C6)	Tender Exchange Rate:	USD R 9.00	EU R 12.00	GBP R 14.00	
(C7)	Specified local content %	83%			
Note: VAT to be excluded from all calculations					

  

Calculation of local content							Tender summary				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value per unit	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
				(C10-C11)	(Annexure D M31+P50+P60)	(C12-C13)	C14/C12		(C10xC16)	Annex D D18	Annex D
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
GP 100011	Melamine Office Desks with Drawers	R 12 000	R 0	R 12 000	R 0	R 12 000	100%	100	R 1 200 000	R 0	R 123 200
GP 100012	Office desk with drawers on timber top with steel frame	R 15 000.00	R 1 650.00	R 13 350.00	R 1 232.00	R 12 118.00	91%	50	R 750 000	R 82 500	R 116 850
GP 100013	Side upholstered chair - Sleigh base with arms	R 10 450.00	R 2 170.00	R 8 280.00	R 2 617.00	R 5 663.00	68%	100	R 1 045 000	R 217 000	R 261 700
GP 100014	Highback upholstered chair with arms on 5 star base	R 12 200.00	R 2 720.00	R 9 480.00	R 2 537.00	R 6 943.00	73%	50	R 610 000	R 231 000	R 31 950
								(C20) Total tender value: R 3 605 000			
								(C21) Total Exempt imported content: R 530 500			
								(C22) Total Tender value net of exempt imported content (C20-C21): R 3 074 500			
								(C23) Total imported content: R 533 700			
								(C24) Total local content (C22-C23): R 2 540 800			
								(C25) Average local content % of tender (C24/C22): 82.64%			

  

Signature of tenderer from Annex B

\_\_\_\_\_

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

\_\_\_\_\_

# APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE

## EXAMPLE

Annex D

RAINBOW CASE STUDY ONE

SARS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.: GP 100010

(D2) Tender description: Office Desks and Chairs

(D3) Designated Products: Office Furniture

(D4) Tender Authority: Gauteng Purchasing Department

(D5) Tendering Entity name: Rainbow Office Furniture

(D6) Tender Exchange Rate: USD R 9.00

Note: VAT to be excluded from all calculations

EUR R 12.00 GBP R 14.00

**A. Exempted Imported content**

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Total landed cost excl VAT	Summary	
				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				
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)	
GP 100013	Primary Steel	Accelor Mahal	Accelor - USA	\$100	R 9.00	R 900	R 300	R 550	R 1 650	50	R 82 500	
GP 100013	Primary Steel	United Steel	United Steel USA	\$150	R 9.00	R 1 350	R 420	R 400	R 2 170	100	R 217 000	
GP 100014	Primary Steel	Africa Steel	Africa UK	£150.00	R 12.00	R 1 800	R 510	R 570	R 2 730	50	R 135 000	
GP 100014	5 star base	Each	Base Specialist - Germany	€80.00	R 12.00	R 960	R 460	R 480	R 1 900	50	R 95 000	
										(D19) Total exempt imported value	R 530 500	

This total must correspond with Annex C - C.21

**B. Imported directly by the Tenderer**

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Total landed cost excl VAT	Summary	
				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				
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
GP 100011	Machinist	Each	MM Machine USA	\$25	R 9.00	R 225	R 130	R 250	R 595	100	R 59 500	
GP 100012	Timber Top	Each	Timber City - Germany	€75.00	R 12.00	R 900	R 300	R 500	R 1 700	50	R 85 000	
GP 100013	Skigh base	Each	Timber York - USA	\$100	R 9.00	R 900	R 430	R 640	R 1 960	300	R 588 000	
											R 1 880	
										(D32) Total imported value by tenderer	R 342 500	

**C. Imported by a 3rd party and supplied to the Tenderer**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Total landed cost excl VAT	Summary	
				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				
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)		
Sheet steel	tonne	Accelor SA	Accelor Belgium	€75.00	R 12.00	R 900	R 150	R 50	R 1 100	100	R 110 000	
Wings	each	Raymay SA	Hinge GB	£2.50	R 14.00	R 35	R 10	R 5	R 50	1 200	R 60 000	
Order - nuts and bolts	each	Misc Steel	TTC - UK	value less port to Remote								
										(D45) Total imported value by 3rd party	R 172 000	

D45 Appointed per unit

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Tender Rate of Exchange	Summary of payments	
			Foreign currency value paid	(D46)			
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)	
Royalty payment for use of patent	Rainbow Office Furniture	Oban USA	\$800	R 9.00		R 7 200	
Annual licence fees - protected	Rainbow Office Furniture	MS - Germany	€1 000.00	R 12.00		R 12 000	
						(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	R 19 200
						D52 Appointed per unit	R 48
						(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D51) above	R 513 700

This total must correspond with Annex C - C.21

Signature of tenderer from Annex B

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

**APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE SINENHLANHLA PRIMARY SCHOOL WATER AUGMENTATION UNDER THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE**

Example

SATS 1286.2011			
Annex E - RAINBOW CASE STUDY ONE			
Local Content Declaration - Supporting Schedule to Annex C			
(E1)	<b>Tender No.</b>	GP 100010	Note: VAT to be excluded from all calculations
(E2)	<b>Tender description:</b>	Office Desks and Chairs	
(E3)	<b>Designated products:</b>	Office Furniture	
(E4)	<b>Tender Authority:</b>	Gauteng Purchasing Department	
(E5)	<b>Tendering Entity name:</b>	Rainbow Office Furniture	

  

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Sheet Steel	Arcelor	R 300 000
	Fabric for seats	Galvenor Textiles	R 270 000
	Fabric for headlinings	Galvenor Textiles	R 32 000
	Welding consumables	ABR Supplies	R 12 000
	Hardware items (nuts, bolts, rivets, etc)	Various Local Suppliers	R 2 000
	Laser cutting services	Red Hot Cutting	R 47 500
	Other goods and services (small items)	Various	R 1 300
	<b>(E9) Total local products (Goods, Services and Works)</b>		<b>R 664 800</b> 26%

  

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R 1 150 000 45%
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 486 000 19%
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R 240 000 9%
	<b>(E13) Total local content</b>		<b>R 2 540 800</b> 100%

This total must correspond with Annex C - C24



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Electrical Cables: Low Voltage – Annex E

(100%) – Refer to the following items in BOQ: Section. No. B3 Electrical Works Item B3 1,2,3,4,5,6,7,8

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST	(Tenderer's manpower cost)		R
(E11) FACTORY OVERHEADS	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP	(Marketing, insurance, financing, interest etc.)		R
(E13) TOTAL LOCAL CONTENT			R
This total mus correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
DATE			