

# LEPELLE NORTHERN WATER



**TENDER NO: LNW 21/21/22**

**PROJECT NAME: FIXED TERM CONTRACTORS FOR  
CONSTRUCTION OF WATER INFRASTRUCTURE PROJECTS IN  
CIVIL AND MECHANICAL ENGINEERING WORKS**

**A CIDB GRADING: CIDB 7ME, 8ME, 9ME OR 7CE, 8CE, 9CE**

**CLOSING DATE: 26<sup>TH</sup> JULY 2022 @ 11:00am**

---

**ISSUED BY:**

**LEPELLE NORTHERN WATER**

**Physical address:** 01 Landros Mare Street  
Polokwane  
0700

**Postal address:** Private Bag X9522  
Polokwane  
0700

**Tel:** 015 295 1800

**Fax:** 015 295 1931

---

**NAME OF TENDERER:** \_\_\_\_\_

**TOTAL AMOUNT:** \_\_\_\_\_ (incl. VAT)

### CHECKLIST

Please indicate in the column (Completed) Yes or No in writing and sign when completed at the bottom of this page. Failure to complete this checklist may render this Tender as non-responsive.

Position in Document	Description	Complete (Yes / No)	Initial
Schedule A	Non- Compulsory Attendance certificate - Completed and Signed ( <i>Not Applicable</i> )		
Schedule B	Certificate for authority of companies Completed and Signed		
Schedule C	Record of Addenda to tender documents - Completed and Signed		
Schedule D	Plant and Equipment - Completed and Signed		
<b>Schedule E</b>	<b><i>Relevant work experience carried out - Completed and Signed</i></b>		
<b>Schedule F</b>	<b><i>Tenderer Key Personnel - Completed and Signed</i></b>		
Schedule G	Company Banking Details - Completed and Signed		
Schedule H	Proof of Financial Spent Capability - Completed and Signed		
Schedule I	Full details of directors / trustees / members / shareholders - Completed and Signed		
Schedule J	Contractors OHS Management system checklist - Completed and Signed		
Schedule K	Contractors Estimated monthly expenditure - Completed and Signed		
Schedule L	Contractors Labour Content - Completed and Signed		
Schedule M	SMME Content - Completed and Signed		
SBD 1	Invitation to Tender - Completed and Signed		
SBD 2	Tax Clearance Certificate - Completed and Signed		
SBD 3.1	Pricing Schedule - Completed and Signed		
SBD 4	Declaration of interest - Completed and Signed		
SBD 6.1	Preference Points - Completed and Signed		
<b>SBD 6.2</b>	<b><i>Declaration certificate for Local Product and content for Designated Sections (Not Applicable)</i></b>		
SBD 8	Declaration of Past Supply Chain Management - Completed and Signed		
SBD 9	Certificate of Independent bid determination - Completed and Signed		
C1.1	Form of Offer - Completed and Signed		
C1.2	Contract Data - Completed and Signed		
C1.3	Blasting Indemnity - Completed and Signed		
C1.4	Health and Safety Contract - Completed and Signed		
C2.1	Pricing Data - All items in the Schedule of Quantities priced		
	Company registration certificated/ Copy of a sole trader (Copies must be certified)		
<b>Position in</b>	<b>Description</b>	<b>Complete</b>	<b>Initial</b>

Document		(Yes / No)	
	Tax Clearance Certificate/s (Original and Valid)		
	Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)		
	Letter of Good Standing (COIDA)		
	Signed Joint Venture Agreement		
	CIDB Registration Certificate/s		
	B-BBEE Certificate		
	Municipal current rates account not more than three months		
	Printed the Tender Document in accordance with the page color coding		
	Professional Presentation of Tender Proposal (Neatly bounded and file dividers for all the annexure)		

Signed: .....

Date: .....

NUMBER	HEADING	COLOUR
<b>Part T1:</b>	<b>Tendering Procedures</b>	
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T1.3	Preferential Procurement Regulations	Pink
<b>Part T2:</b>	<b>Returnable Documents</b>	
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow
<b>Part C1:</b>	<b>Agreement and Contract Data</b>	
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C1.3	Blasting Indemnity	White
C1.4	OHS Contract	White
C1.5	Inclement Weather	White
<b>Part C2:</b>	<b>Pricing data</b>	
C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities	Yellow
C2.3	Summary of Schedules	Yellow
<b>Part C3:</b>	<b>Scope of Work</b>	
C3.1	Description of Works	Blue
C3.2	Standard Specifications	Blue
C3.3	Technical Specifications	Blue
C3.4	HIV/AIDS Requirements	Blue
C3.5	Occupational Health and Safety	Blue
C4	Site Information	Green

# **PART T1**

## **TENDERING PROCEDURES**

## T1 TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bidders are hereby invited from **CIDB** Mechanical or Civil Engineering – Levels/Grades 7, 8 and 9 registered companies for a fixed term contract for infrastructure engineering construction works to implement different projects within the Lepelle Northern Water areas of operations but only for DWS directives projects.

Bid documents will be available on National Treasury E-tender portal from **Tuesday, 5<sup>th</sup> July 2022** on E-tender Portal website, from [www.etenders.gov.za](http://www.etenders.gov.za)

**Briefing Session:** *A non-compulsory briefing will be held on Tuesday the 12<sup>th</sup> July 2022 at 11:00am, bidders are to send a request for the Microsoft Teams link from the contacts provided 48 hours before the meeting.*

Bids are to be completed in accordance with the conditions and rules contained in the bid documents. All documents must be sealed and labeled with the Bid number and description, and placed in the tender box, at the offices of **Lepelle Northern Water in Polokwane situated in No. 1 Landros Mare Street**, not later than **11h00 on Tuesday, 26<sup>th</sup> July 2022**.

Bids will be opened on the indicated date and time **11h00am on Tuesday, 26<sup>th</sup> July 2022** in public. All bids shall hold good for **90 days** as from the closing date.

Bid documents which are not received and/or deposited in the tender box before **11h00am** on the closing date will be marked as late bids and shall in terms of the **Procurement Policy of Lepelle Northern Water**, not be considered.

Bid documents which are not received and/or deposited in the tender box before **11h00** on the closing date will be marked as late bids and shall in terms of the **Procurement Policy of Lepelle Northern Water**, not be considered.

**Procurement related enquiries** may be directed to **Ms. Emily Mabetlela** email: [emilym2@lepelle.co.za](mailto:emilym2@lepelle.co.za) at 015 295 1800 and **Technical related** enquiries may be directed to **Mr. Calvin Mathivha** email: [calvinm@lepelle.co.za](mailto:calvinm@lepelle.co.za) or **Mr. Musa Ngoveni** email: [musan@lepelle.co.za](mailto:musan@lepelle.co.za) at 015 295 1800 from 08h00 to 16h00. *Bidder are requested to ask if not clear about anything related to the bid.*

The lowest or any bid will not necessarily be accepted and Lepelle Northern Water reserves the right not to consider any bid suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Any bidder not contacted within 90-120 days after the closing date must consider their proposal unsuccessful.

#### A. MANDATORY REQUIREMENTS (PRE-QUALIFICATION)

- a) Proof of CIDB registration with relevant valid Designation. Expired or suspended grading will be disqualified. CIDB grading will be subjected to online verification
- b) The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid
- c) Ticking more than one discipline in the table provided on page 24 or not ticking any discipline or ticking more than one service of work on the table on page 25 -26 will be an automatic disqualification

#### NB:

- ✓ A **non-compulsory** briefing session shall be held virtually, bidders may request the link from the contact details provided on the tender advert.
- ✓ Bidders will **not be disqualified** for not attending the virtual briefing session.

#### B. ADMINISTRATIVE COMPLIANCE

All the below administrative requirements except BBBEE certificate can be verified or requested from the preferred bidder if not available in the tender submission/proposal and the Service Provider will be given 48 hours to submit /respond and failure to submit/respond will deem the bidder as non-responsive / disqualified.

- i. All bid documents must be completed in BLACK ink (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with).
- ii. Proof of registration on the Central Suppliers Database (CSD). CSD will be subject to verification if not attached.
- iii. Bidders must submit a soft copy in a form CD containing all the tender/bid document submission together.

- iv. Complete SBD (3.1 and 4) forms.
- v. Proof of address for the operational office should be provided. This can consist of a lease agreement with lease account statement/invoice or a dated stamped letter from tribal authority or shareholders address (confirmation letter must be endorsed by a Commissioner of Oaths).
- vi. Letter of Good standing, COIDA
- vii. Company registration documents.
- viii. Certified valid ID copies of the company shareholders less than 3 months.
- ix. Original or Certified valid copy of BBB-EE Certificate (SANAS accredited) or Sworn affidavit.

Note: Bidder need to comply with the following on specific service required (During the RFQ for the specific projects required)

- Subcontracting agreement to a minimum of 30% of contract value with local EME (Exempted Micro Enterprise) or QSE (Qualifying Small Enterprises) within the relevant local Municipality as required by the respective tender in compliance to National Treasury guidelines PPPFA 2017 item 9 on subcontracting with 51% Black owned company. Failure to comply will lead to disqualification. Contract will not be awarded before sub-contracting is completed.
- Minimum threshold percentage stipulated for local production and content (relevant annexure forms and SBD 6.2 available in the tender document must all be completed) failure to complete and sign will lead to an automatic disqualification. Bidders are expected to fill in and complete the SBD 6.2 section and Annexures C (Local Content Declaration - Summary Schedule), D (Imported Content Declaration - Supporting Schedule to Annexure C) and E (Local Content Declaration - Supporting Schedule to Annexure C). All the BOQ items within the local content list must be filled in on the annexures listed. Failure to list and sign the items above will lead to disqualification of the bid document. **Bids will be evaluated for local content compliance before any evaluation on price and preference. Only bids that qualifies local content requirements will be evaluated for price and preference points.**

Bidders are expected to fill in the SBD 6.2 section and Annexures C (Local Content Declaration - Summary Schedule), D (Imported Content Declaration - Supporting Schedule to Annexure C) and E (Local Content Declaration - Supporting Schedule to Annexure C). All the pipes, valves and pipe





specials within the local content list must be filled in on the annexures listed. Failure to sign and list the items above will lead to disqualification of the bid document.

**NOTES:**

- ✓ *Please also note that the minimum threshold percentage stipulated for local production and content should be as per the table below:*

ITEM	SPECIFICATIONS AND IDENTIFICATION	MINIMUM % FOR LOCAL CONTENT PER UNIT
1	Pipes	90%
2	Valves	90%
3	Reinforcement steel	100%

**NB:- Any other local content designated category can still be issued during the issuing of the RFQ process, where applicable or necessary.**

- x. All bid documents must be completed in full and in black ink (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with)
- ✓ *All certified copies must not be older than three months from tender closing*
- ✓ *Lepelle Northern Water reserves the right to verify any information provided by the bidder and any Service Provider submitting a proposal for this tender is automatically giving Lepelle consent for Lepelle to verify or use any information/ documents submitted.*

**NOTE:**

- a) *The JV partners must submit both mandatory and administrative documents for each Company.*
- b) *Preferred JV bidder will be required to submit a JV bank account and VAT number*
- c) *The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid (Point will be allocated as per pro rata(proportional) JV percentage split). This is only applicable on company experience under functionality*
- d) *The client reserves the right to verify any information provided by the bidder. Falsified references/experience will lead to disqualification and blacklisting in terms of the SCM process in conjunction with legal processes.*
- e) *The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.*
- f) *LNW is not compelled to accept the lowest quote or any bid.*

- g) *LNW reserves the right to reduce the scope of works by more than 50% reference to scope of work.*
- h) *LNW reserves the right to cancel this framework agreement listing before the end of the 3-year term or at any stage as they deem fit.*
- i) *Contract period is three years renewable annually subject to performance and can be extended by 1 year based on performance.*
- j) *LNW reserves the rights to negotiate pricing with the recommended bidder.*
- k) *LNW reserves the right to increase or reduce the scope of the project.*

### **C. CONTRACT CONDITIONS**

- i. For bids of an amount of R 30 Million and above, the tenderer is to subcontract part of his/her works of the project to a minimum of 30% of the contract value. The works to be sub-contracted to the designated groups of locals (51% black owned companies) within the relevant local Municipality as required by the respective tender. Local sub-contractors are to comply with applicable regulations. The works to be subcontracted includes but not limited to civil works, plant hire, supply of material etc.
- ii. LNW reserves the right to request the contractor to subcontract works within the project to locals in the relevant local Municipality as required by the respective tender for bids below R 30 Million.
- iii. The approved bidder shall under no circumstances interrupt the operations of the plant as a result of his/her activities in, or around the Scheme;
- iv. Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract; and
- v. Labour desk to be created for employing local labour. All unskilled labour will be from local communities, skills transfer to be considered and where skilled locals are available, they are to be given first preference.
- vi. Form of contract shall be GCC 2015.
- vii. Risk analysis will be conducted for all contractors by Lepelle Northern Water through verifying company experience and personnel as submitted by the bidder including the arithmetic checks on the contract amount.
- viii. *Each of the person listed below must be confirmed as available for the duration of the project and A Signed declaration/employment contract (refer Tender Document for the standard employment contract) by proposed qualifying Contracts Manager, Site Manager and General Foreman, Safety Officer must be included on their CV's. No points will be allocated, if detailed CV's with relevant qualifications and certified ID copies, experience and the required declarations are not attached. Should the proposed candidate be not available during construction, a similar replacement or better must be made available immediately and an employer must be notified in advance.*

## **T1.2 TENDER DATA**

### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of the **CIDB** Standard for Uniformity in Construction Procurement which are reproduced without amendment or alteration for the convenience of tenderers. The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

#### **F.1 General**

##### **F.1.1 Actions**

The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

##### **F.1.2 Tender Documents**

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data. The tender documents issued by Lepelle Northern Water comprise of the following:

#### **Part T1: Tendering Procedures**

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data
- T1.3 Preferential Procurement Regulations – Lepelle Northern Water

#### **Part T2: Returnable Documents**

- T2.1 List of returnable documents
- T2.2 Returnable schedules

#### **Part C1: Agreements and Contract Data**

- C1.1 Form of offer and acceptance
- C1.2 Contract Data
- C1.3 Blasting Indemnity

#### **Part C2: Pricing data**

- C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

C2.3 Summary of schedule of works

**Part C3: Scope of work**

C3.1 Description of Works

C3.2 Standard Specifications

C3.3 Technical Specifications

C3.4 HIV/AIDS Requirements

C3.5 Occupational Health and Safety

**Part C4: Site Information**

C4.1 Site Information

**Part C5: Contract Drawings**

C5.1 Contract Drawings

**F.1.3 Interpretation**

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

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- (a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- (b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- (c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
- (d) **Quality (Functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

### F.1.5 the Employer's right to accept or reject any tender offer

- F.1.5.1** The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.
- F.1.5.2** The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## F.2 Tenderers obligation

### F2.1 Eligibility

- F2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory, and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- F2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
- F2.1.2.1** Tenderers who are registered with the **CIDB**, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2EP/ME/CE or Higher** class of construction work; and
  - b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above
  - c) Service providers not registered with **CIDB** may tender, but they should have the necessary experience.
- F2.1.2.2** Joint ventures are eligible to submit tenders provided that:
- (a) A Joint Venture Agreement in line with CIDB Regulations and **Lepelle Northern Water** Supply Chain Management Policy in SBD 6.1 (8).
  - (b) Tax Clearance Certificates of both Partners are attached in the Document.

#### **F.2.2 Cost of tendering**

Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

#### **F.2.3 Check documents**

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

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

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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Site visit and clarification meeting**

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

#### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Data.

#### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in

the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

#### **F.2.10 Pricing the tender offer**

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

#### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

#### **F.2.13 Submitting a tender offer**

- F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.
- F.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a



language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

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

**F.2.13.5** **Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "A SOFT COPY ON CD". The hardcopy package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.**

The soft copy shall contain all the returnable as contained in the hard copy. The soft copy must be clearly named in a form of a Compact Disc. If the soft copy is not submitted, bidders may be requested to submit the same information within 48 hours of such a request. The documents must be scanned neatly and properly titled.

**F.2.13.6** Where an envelope and CD system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

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

#### **F.2.16 Tender offer validity**

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

**F.2.16.2** If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

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

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

#### **F.2.18 Provide other material**

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

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

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

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.

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

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

#### **F.2.21 Check final draft**

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

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

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.

### **F.2.23 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

## **F.3 The Employer's undertakings**

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

**F.3.1.1** Unless otherwise stated in the tender Data respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

**F.3.4.2** Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

### **F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and

place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

#### **F.3.6 Non-disclosure**

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

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

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

#### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the pricing schedule or bills of quantities; or
- c) Arithmetic errors in:
  - i) Line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) The summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

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

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

### F.3.11 Evaluation of tender offers

#### F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method No.	Description
<b>Method 1:</b> Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer.  2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<b>Method 2:</b> Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<b>Method 3:</b> Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<b>Method 4:</b>	1) Score <b>Quality/Functionality</b> , rejecting all tender offers that fail to score the minimum number of points for <b>Quality/Functionality</b>

Method No.	Description
Financial offer, <b>Quality/</b> <b>Functionality</b> and <b>Preferences</b>	stated in the Tender Data.
	2) Score tender evaluation points for financial offer.
	3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.
	4) Calculate total tender evaluation points.
	5) Rank tender offers from the highest number of tender evaluation points to the lowest.
	6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

**NOTE: Method 4 will be used to evaluate this tender. See below for evaluation criteria.**

## **EVALUATION CRITERIA**

***Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework Act, 2017. Bidders will be evaluated on functionality first, only those qualifying by achieving the minimum cut off point of 75% will be evaluated on the set criteria. Followed by administrative compliance and then price and BBB-EE as the final stage.***

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. LNW SCM Policy
5. PPPFA & associated regulations.

The Bid Evaluation Committee will evaluate the received bid in line with the below sequence

### **1. Mandatory Requirements (Pre-Qualification)**

- a) Proof of CIDB registration with relevant valid Designation. Expired or suspended grading will be disqualified. CIDB grading will be subjected to online verification
- b) The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid
- c) Ticking more than one discipline in the table provided on page 8 or not ticking any discipline or ticking more than one service of work on the table on page 9-10 will be an automatic disqualification

NB:

- ✓ A **non-compulsory** briefing session shall be held virtually, bidders may request the link from the contact details provided on the tender advert.
- ✓ Bidders will **not be disqualified** for not attending the virtual briefing session.



## 2. Offer on Engineering Service

Bidders will have to tick the applicable service they want to render in terms of the CIDB Engineering Work they want to render.

**N.B** Failure to tick a relevant service will lead to disqualification from the bid. Service provider will be limited to only one category. Bidders who fill in more than one will be

ENGINEERING SERVICE	TICK APPLICABLE ✓
CIVIL ENGINEERING (CE)	
MECHANICAL ENGINEERING (ME)	

disqualified.

### 3. Relevant Type of Work/Competencies

Bidders need to show which CIDB Grading they are bidding for and indicate the relevant engineering service.

CATERGORIES	CIDB GRADING - DESIGNATION	TICK APPLICABLE	COMPLETE THE RELEVANT CIDB ENGINEERING SERVICE (CE, ME)
3	CIDB GRADE 7		
	CIDB GRADE 8		
	CIDB GRADE 9		

**NOTE: BIDDERS ARE NOT ALLOWED TO TICK MULTIPLE DISCIPLINES AND GRADING DESIGNATION ABOVE.**

### 4. Relevant Type of Work/Competencies

Bidders need to show the kind of work they are competent in within the Engineering Service selected above.

**N.B:** The type of work might be more applicable on Civil Engineering, but the bidders are expected to tick the applicable work they are most competent. Failure to complete the table below will lead to disqualification from the bid.

ENGINEERING SERVICE CIDB	TYPE OF WORK	TICK APPLICABLE ✓
CIVIL ENGINEERING (CE)	Water Retaining Concrete Structure	
	Structures	
	Pipelines	
MECHANICAL ENGINEERING (ME)	(Fluid) Hydro-Mechanical Equipment	
	Medium-High Pressure Vessels and Pipe Work	
	Lifting Equipment	

MECHANICAL ENGINEERING (ME)	Structures	
	Power Equipment and Control	
	Water and Wastewater Treatment Plant	
	Substation and Protection Systems	

### **BID EVALUATION METHOD**

Bids will further be evaluated in terms of Method 4:

#### **Stage 1: Evaluation on Functionality**

On functionality, Bidders must achieve a minimum of 75% (30 points) of functionality in order to be listed on the fixed term contract.

**NB: Only the functionality points will be used for listing into the framework agreements contract**

<b>EVALUATION PROCESS.</b> All bids duly lodged will be evaluated on functionality as Pre-qualifying criteria. The evaluation criteria and weighting for measuring functionality are indicated.	<b>Weighting</b>
<b>Criterion</b>	
<b>Experience</b>	<b>20</b>
<b>A. Company Experience (20)</b>  Company experience on completed projects in <b><u>Water Infrastructure Construction</u></b> in <b>Civil or Mechanical Engineering</b> . Only items indicated and selected on section <b>9.1</b> above will be evaluated against the criterion below:  I. Completed traceable projects R 60 Million and above - <b>20 Points</b>  <b>(Five (5) points per project to the maximum of Twenty (20) points).</b> <ul style="list-style-type: none"> <li>Relevant traceable signed completion certificates [signed by Contractor or Client representative (Engineer) and the client] clearly showing scope of works as required by the respective tender relevant</li> </ul>	

<p>to Water Infrastructure and attached appointment letter with rand value.</p> <p><b>NOTE THAT:</b></p> <ul style="list-style-type: none"> <li>✓ <b>Where completion certificate not clearly indicating the scope of work</b> a signed traceable reference letters on an official letterhead by a client clearly showing scope of works as required by the respective tender relevant to Water Infrastructure should be attached for each project as proof of Company Experience to score the above points no points will be allocated.</li> <li>✓ <b>Completion certificate only signed by client representative, and contractor won't be accepted, and no points will be allocated.</b></li> </ul>	
<p><b>Capacity (Personnel)</b></p>	<p><b>20</b></p>
<p><b>Note:</b></p> <p><b><i>No points will be allocated if no organogram (with specific job title indication for this specific project) attached.</i></b></p> <ul style="list-style-type: none"> <li>• <b>Proposed key personnel (20)</b></li> <li>• CV of key personnel employed by company as a <b>Contracts Manager with minimum B-Tech/BSc Degree or higher in Civil or Mechanical and experience in water infrastructure construction</b> (site agent/manager) relevant to the work competencies of the bidder.</li> </ul> <p><b><u>Total points (10)</u></b></p> <ul style="list-style-type: none"> <li>• Below 3 years ( <b>0 points</b>)</li> <li>• Between 3 and 5 years (<b>5 points</b>)</li> <li>• Between 5 and 9 years (<b>6 points</b>)</li> <li>• 10 years' experience and more (<b>8 points</b>)</li> <li>• Coupled with Valid (Active) Registration with SACPCMP as a Pr. Construction Project Manager (<b>1 points</b>)</li> <li>• Coupled with Valid (Active) Registration with ECSA as a Pr. Engineer or Pr Technologist (<b>1 point - bonus</b>)</li> <li>• CV of key personnel employed by company as a <b>Site Manager with minimum Diploma or higher in Civil or</b></li> </ul>	

<p><b>Mechanical and experience in water infrastructure construction</b> (site agent/manager) relevant to the work competencies of the bidder.</p> <p><b><u>Total points (5)</u></b></p> <ul style="list-style-type: none"> <li>Below 3 years <b>(0 points)</b></li> <li>Between 3 and 5 years <b>(2 points)</b></li> <li>Between 5 and 9 years <b>(3 points)</b></li> <li>10 years' experience and more <b>(4 points)</b></li> <li>Coupled with Valid (Active) Registration with ECSA as a Pr. Engineer or Pr. Technologist or Pr. Technician <b>(1 point - bonus)</b></li> </ul> <p><b>N.B :</b> Failure to submit a relevant qualification, certificates and irrelevant experience will score (0) zero.</p> <p>(c) CV of key personnel employed by company as a <b>General Foreman with minimum N6 or higher in Mechanical or Civil and experience in water infrastructure construction</b> (site agent/manager) relevant to the work competencies of the bidder.</p> <p><b><u>Total points (3)</u></b></p> <ul style="list-style-type: none"> <li>Trade test in Welding - Coded welder (Applicable to both Mechanical and Civil Engineering <b>(2 Points)</b>)</li> <li>Trade Test in Mechanical Fitter,) <b>(1 Points)</b></li> <li>Trade Test in Civil Artisan,) <b>(1 Points)</b></li> </ul> <p><b>N.B:</b> Failure to submit a relevant qualification, certificates and irrelevant experience will score (0) zero.</p> <p>(d) CV of key personnel for <b>Safety Officer with minimum N3 or higher in Certificate on Occupational Health or SAMTRAC or a recognized OHS requirements</b> e.g. NOSA or others with experience in any construction project. <b>(2 points)</b></p>	
<b>Total Points</b>	<b>40</b>

### Evaluation on Price and BBBEE 80/20 or 90/10 – To be utilised during the Request for Quotation Stage only.

Under functionality, Bidders must achieve a minimum of 75% (30 points) in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBBEE).

#### Financial offer and BBBEE

- 1) Score tender evaluation points for financial offer.
- 3) Confirm that tenderers are eligible for the BBBEE claimed, and if so, score tender evaluation points for BBBEE.
- 4) Calculate total tender evaluation points.
- 5) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE** (See definition on SBD 4 attached)

**Note: - LNW is not obliged to appoint the lowest bidder**

#### Scoring functionality

Score functionality in each of the categories stated in the Tender Data and calculate total score for functionality.

#### Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

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

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

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

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$

2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$
---	---	-------------------------------	---------

where:

$P_m$  = the comparative offer of the most favorable tender offer.  
 $P$  = the comparative offer of tender offer under consideration.

The **80/10** or **90/10 Preferential Point System** will be used to evaluate the bid.

**Table 2: Preference Points Allocation (As per the Preferential Procurement regulations 2017)**

	B-BBEE Status Level of Contributor	Number of points	Number of points
	1	20	10
	2	18	9
	3	14	6
	4	12	5
	5	8	4
	6	6	3
	7	4	2
	8	2	1
	Non –compliant contributor	0	0

The points scored by the tenderer in respect of the level of B-BBEE contribution must be added to the points scored for price.

#### **F.3.11.6 Decimal places**

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

#### **F.3.12 Insurance provided by the Employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

#### **F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer.

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) Complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.13.1** Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful tenderer as described in the form of offer and acceptance.

**F.3.14 Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the Employer and the successful tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.16 Notice to Unsuccessful Tenderers**



After the successful tenderer has acknowledged the Employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

### **F.3.18 Provide copies of the contracts**

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

## **T1.3 PREFERENTIAL PROCUREMENT REGULATIONS**

### **Supply Chain Management Procedures**

Lepelle Northern Water is committed to fair, equitable and transparent supply chain management procedures free of corruption of any nature. Should anybody suspect any irregularity of any sort they are requested to state their concerns in writing to the Chief Executive Officer of Lepelle Northern Water without delay. Should a satisfactory explanation or action not be forthcoming from the Chief Executive Officer the matter should be reported to the office of the Public Protector.

This Request for Proposals has been compiled and approved by the Bid Specification Committee of Lepelle Northern Water established in terms of the Public Finance Management Act and its Regulations.

The bids received will be evaluated by the Bid Evaluation Committee in terms of the bids evaluation criteria described in this document. The Committee will then submit a report on the bids received to the Bid Adjudication Committee.

The Bid Adjudication Committee will make a recommendation to the Accounting Officer or his delegate nominated in writing. The Accounting Officer will either accept the recommendation of the Bid Adjudication Committee or refer it back to the Bid Adjudication Committee for further investigation or award the contract to a different bidder. In the event that the contract is awarded to a different bidder from the one recommended by the Bid Adjudication Committee, the Auditor-General shall be informed of the reasons for the decision.

The above process will, depending upon the complexity of the project and the number of bids received, take between 4 and 6 weeks. Bidders are requested to refrain from making queries on progress and/or from submitting unsolicited information regarding their bids and especially from commenting on other bidders' proposals during this time. Lepelle Northern Water will endeavor to keep bidders informed of the progress of the process.



# **PART T2**

## **RETURNABLE DOCUMENTS**

## T2 RETURBANLE DOCUMENTS

### 2.1 LIST OF RETURNABLE DOCUMENTS

The tender document must be completed in full. The information the tenderer shall supply in his/her tender or attached to his/her tender shall include, but not be limited to the documents and schedules as set out below.

3. Certificate or Register of Attendance of Site Meeting (**Not Applicable**).
4. Company registration certificated/ Copy of a sole trader (Copies must be certified)
5. Tax Clearance Certificate/s (Original and Valid)
6. Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)
7. Letter of Good Standing (COIDA)
8. Company Profile
9. CIDB Registration Certificate/s
10. B-BBEE Certificate
11. Municipal current rates account not more than three months in arrears should be submitted

Schedule A	Compulsory Attendance certificate ( <b>Not Applicable</b> )	*1
Schedule B	Certificate for authority of companies	*1
Schedule C	Record of Addenda to tender documents	*1
Schedule D	Plant and Equipment	*1
Schedule E	<b><i>Relevant work expérience carried out specific to this projet</i></b>	*1
Schedule F	<b><i>Tenderer Key Personnel and Project Specific Organogram. (Key personnel to sign declaration)</i></b>	*1
Schedule G	Company Banking Details	*1
Schedule H	Proof of Financial Spent Capability	*1
Schedule I	Full details of directors / trustees / members / shareholders	*1
Schedule J	Contractors OHS Management system checklist	*1
Schedule K	Contractors Estimated monthly expenditure	*1
Schedule L	Contractors Labour Content	*1
Schedule M	SMME Content	*2
SBD 1	Invitation to Tender	*2
SBD 2	Tax Clearance Certificate	*2
SBD 3.1	Pricing Schedule	*2
SBD 4	Declaration of interest	*2
SBD 6.1	Preference Points	*2
<b>SBD 6.2</b>	<b><i>Declaration Certificate for Local Product and Content for Designated Sections</i></b>	<b>*2</b>
SBD 8	Declaration of Past Supply Chain Management	*2
SBD 9	Certificate of Independent bid determination	*2

#### NOTES:

\*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

\*2 - SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

## T2.2 RETURNABLE SCHEDULES

### SCHEDULE A: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION

This is to certify that

(Tenderer) \_\_\_\_\_

of (Address) \_\_\_\_\_

was represented by the person (s) named below at the compulsory meeting held for all the Tenderers  
at (Location) \_\_\_\_\_

on (Date) \_\_\_\_\_ starting at (Time) \_\_\_\_\_

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

#### Particulars of person (s) attending the meeting:

1. Name: \_\_\_\_\_  
Capacity: \_\_\_\_\_  
Signature: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Capacity: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Attendance of the above person (s) at the meeting is confirmed by the Employer's Representative, namely:**

Date and Time: \_\_\_\_\_  
Name: \_\_\_\_\_  
Capacity: \_\_\_\_\_  
Signature: \_\_\_\_\_

STAMP

## SCHEDULE B: CERTIFICATE OF AUTHORITY FOR COMPANIES

This Returnable Schedule is to be completed by companies and close corporations. Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A	Company	C	Joint Venture	E	Close Corporation

### B.1 Certificate for company

I, ....., managing director of the board of directors of ..... hereby confirm that by resolution of the board taken on .....20....., Mr./Ms ..... , has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

4. ....  
Managing director

1. ....  
Date

### B.2 Certificate for Joint Venture

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

### B.3 Certificate for close Corporation

We, the undersigned, being the key members in the business trading as .....

hereby authorise Mr/Ms ..... , to

sign all documents in connection with the tender and any contract resulting from it on our behalf of:

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



**SCHEDULE C: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

**NOTE:** Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....

**SCHEDULE D: PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease (Attach proof of ownership or rental) and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

*Attach additional pages if more space is required.*

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

*Attach additional pages if more space is required.*

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....



**SCHEDULE E: RELEVANT WORK CARRIED OUT BY TENDERER****Previous Relevant experience**

Provide successfully completed traceable projects in the “**completed traceable projects in water infrastructure projects**”. Relevant Completion Certificates (accompanied by a detailed scope of work subject to verification) must be attached for each project as proof of Company Experience to score points.

Project Description	Contract Value (VAT excl)	Project Duration		Reference		
		Start	Finish	Name:	Organization:	Tel No:

Name of Tendering Entity: \_\_\_\_\_

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

## SCHEDULE F: TENDERER'S KEY PERSONNEL

[illegible]

TENDERER: .....

SIGNATURE: .....

DATE: .....

**SCHEDULE G**

**FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**

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

**SCHEDULE H****COMPANY DETAIL REGARDING TENDERER / COMPANY / PARTNERSHIP**

1. Complete Name : .....  
 (Business)
- Registered Address : .....
- Registration No. : .....
- Type of Business : .....

Indicate with an "X"

One-man Business	Partnership	Private Company	Closed Corporation	Joint Venture	Consortium	Others
---------------------	-------------	--------------------	-----------------------	------------------	------------	--------

- Date registered : .....
- Tel. No. : (W) Code: ..... No.: .....
- Cell No. : .....
- Fax No. : Code: ..... No.: .....
- E-mail : .....

**2. AUTHORIZED / CONTACT PERSON**

- Name : .....
- Title : .....

**3. FINANCIAL DETAIL****(1) Bank detail**

- Bank : .....
- Branch : .....
- Account Name: .....
- Account No. : .....
- Contact person: .....
- Tel No. : .....
- Fax No. : .....

**SCHEDULE I: CONTRACTORS' OHS MANAGEMENT SYSTEM CHECKLIST**
**1. OHS Policy and Management**

- |     |  |                          |                          |
|-----|--|--------------------------|--------------------------|
| 1.1 | Is there a written company health and safety policy?                               | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.2 | Does the company have an OHS Management System?                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.3 | Is there a company OHS Management System manual or plan?                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.4 | Are health and safety responsibilities clearly identified for all levels of staff? | <input type="checkbox"/> | <input type="checkbox"/> |

**2. Safe Work Practices and Procedures**

- |     |   |                          |                          |
|-----|---|--------------------------|--------------------------|
| 2.1 | Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?      | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.2 | Does the company have any permit to work systems?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.3 | Is there a documented incident investigation procedure?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.4 | Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.5 | Are there procedures for storing and handling hazardous substances?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.6 | Are there procedures for identifying, assessing and controlling risks associated with manual handling?              | <input type="checkbox"/> | <input type="checkbox"/> |

**1. OHS Training**

- |     |  |                          |                          |
|-----|--|--------------------------|--------------------------|
| 3.1 | Is health and safety training conducted in the company   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2 | Is a record maintained of all training and induction programs undertaken for employees in the company? | <input type="checkbox"/> | <input type="checkbox"/> |

**2. Health and Safety Workplace Inspection**

- |     |   |                          |                          |
|-----|---|--------------------------|--------------------------|
| 4.1 | Are regular health and safety inspections at worksites undertaken?                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.2 | Are standard workplace inspection checklists used to conduct health and safety inspections? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.3 | Is there a procedure by which employees can report hazards at workplaces?                   | <input type="checkbox"/> | <input type="checkbox"/> |

**5. Health and Safety Consultation**
☐ ☐



- 5.1 Is there a workplace health and safety committee? ☐ ☐
- 5.2 Are employees involved in decision making over OHS matters? ☐ ☐
- 5.3 Are there employee elected health and safety representatives? ☐ ☐
- 3. OHS Performance Monitoring**
- 6.1 Is there a system for recording and analysing health and safety performance statistics? ☐ ☐
- 6.2 Are employees regularly provided with information on company health and safety performance? ☐ ☐
- 6.3 Has the company ever been convicted of an occupational health and safety offence? ☐ ☐

**7. Health and Safety Plan for this specific contract**

7.1 Does your company's health and safety plan contain the following elements?

☐ ☐

- a) Description of contract
- b) OHS structure for work undertaken under this contract
- c) Induction and safety training
- d) Safe work practices and procedures for specific work undertaken
- e) Risk assessment for specific work undertaken
- f) Workplace inspection schedule for duration of contract
- g) OHS consultative processes to be followed
- h) Emergency procedures for specific contract
- i) Incident recording and investigation procedures
- j) Health and safety performance monitoring arrangements to be implemented during contract

Signed: .....

Name: .....

Position: .....

**SCHEDULE J**  
**CONTRACTORS' ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below.

MONTH NO.		VALUE
1:	R	.....
2:	R	.....
3:	R	.....
4:	R	.....
5:	R	.....
6:	R	.....
7:	R	.....
8:	R	.....
9:	R	.....
10:	R	.....
11:	R	.....
12:	R	.....
13:	R	.....
14:	R	.....
15:	R	.....
16:	R	.....
17:	R	.....
18:	R	.....
TOTAL		R

SIGNED ON BEHALF OF TENDERER: .....

Note to tenderer: ...

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.**

### SCHEDULE K: CONTRACTOR LABOUR CONTENT

The tenderer shall complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified minimum target value is 15% of Tendered Sum

TYPE OF LABOUR	MAN-HOURS	TOTAL WAGE COST (EXCL. VAT)
Permanent Labour		
Temporary Labour		
SMME/BEE's Labour		
TOTAL		
PERCENTAGE (%)		

***Note to tenderer: Labour is defined as hourly paid personnel***

SIGNED ON BEHALF OF THE TENDERER: .....



**SBD1**

**INVITATION TO BID YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEPELLE NORTHERN WATER**

BID NUMBER: ..... CLOSING DATE: ..... CLOSING TIME: **11:00**  
 DESCRIPTION: .....

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

BID DOCUMENTS MAY BE POSTED TO: .....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER .....

POSTAL ..... ADDRESS

STREET ADDRESS .....

TELEPHONE NUMBER CODE ..... NUMBER .....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE ..... NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION

ACT(CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);

OR.....

A REGISTERED AUDITOR .....

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE .....(VAT Inclusive)

TOTAL NUMBER OF ITEMS OFFERED .....

---

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: **Supply Chain Management**

Contact Person: **Ms.Emily Mabetlela**

Tel: **015 295 1800**

Fax: **086 260 1328**

E-mail address: **emilym2@lepelle.co.za**

## SBD 2

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

- i. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
  - xi. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
  6. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
  5. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
  3. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
  7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



TAX CLEARANCE

**TCC 001**
**Application for a Tax Clearance Certificate**
**Purpose**
 Select the applicable option ..... Tenders ☐ Good standing ☐

 If "Good standing", please state the purpose of this application
   

  

**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name)	<input type="text"/>										
Trading name (if applicable)	<input type="text"/>										
ID/Passport no	<input type="text"/>					Company/Close Corp. registered no	<input type="text"/>				
Income Tax ref no	<input type="text"/>					PAYE ref no	<input type="text"/>				
VAT registration no	<input type="text"/>					SDL ref no	<input type="text"/>				
Customs code	<input type="text"/>					UIF ref no	<input type="text"/>				
Telephone no	<input type="text"/>		<input type="text"/>		<input type="text"/>		Fax no	<input type="text"/>		<input type="text"/>	
E-mail address	<input type="text"/>										
Physical address	<input type="text"/>										
Postal address	<input type="text"/>										

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname	<input type="text"/>										
First names	<input type="text"/>										
ID/Passport no	<input type="text"/>					Income Tax ref no	<input type="text"/>				
Telephone no	<input type="text"/>		<input type="text"/>		<input type="text"/>		Fax no	<input type="text"/>		<input type="text"/>	
E-mail address	<input type="text"/>										
Physical address	<input type="text"/>										



**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R            ,

Expected duration of the tender    year(s)

Particulars of the 3 largest contracts previously awarded					
Date started	Date finalised	Principal	Contact person	Telephone number	Amount

## Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
-----	----

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  or .

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

-  -

Date

Name of representative/agent

## Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

-   -

Date

Name of applicant/  
Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to-
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR..... DAYS FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BID DOCUMENTS**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR..... DAYS FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2 = Each factor of the bid price e.g., Labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t = Index figure obtained from new index (depends on the number of factors used)
- R1o, R2o = Index figure at time of bidding
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

12. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

5. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

--	--

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

- 1 Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- 2 Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**ANNEXURE B**

**SBD 4**

**DECLARATION OF INTEREST**

2. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number .....

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

<sup>1</sup>"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

**2.7 Are you or any person connected with the bidder**

**YES / NO**

presently employed by the state?

**2.7.1 If so, furnish the following particulars:**

Name of person / director / trustee / shareholder/ member .....

Name of state institution at which you or the person

connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

**2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?**

**YES / NO**

**2.7.2.1 If yes, did you attach proof of such authority to the bid document?**

**YES / NO**

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

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

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

**2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?**

**YES / NO**

**2.8.1 If so, furnish particulars:**

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

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

**YES / NO**

**2.9.1 If so, furnish particulars:**

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

**2.10 Are you, or any person connected with the bidder,**

**YES/NO**

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

2.10.1 If so, furnish particulars.

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

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

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4. DECLARATION**

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

.....  
 Signature

.....  
 Date

.....

.....



Position

Name of bidder

SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at

any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

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

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

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such

cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....  
.....

## SBD 6.2

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

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

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

#### 7. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

## 8. Definitions

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Refer to Table A</u>	
_____	_____ %
_____	_____ %
_____	_____ %

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



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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. 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.

#### DECLARATION

I, THE UNDERSIGNED (NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED IN SECTION 3; 4 AND 4.1 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

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

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

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

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

.....

NB

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

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

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

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

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

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

**the information contained in Declaration D and E.**

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

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

## SBD 8

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

10. This Standard Bidding Document must form part of all bids invited.
11. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
12. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
  - committed fraud or any other improper conduct in relation to such system; or
  - Failed to perform on any previous contract.

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

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

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

**SBD 8**

**CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND  
CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Institution)

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

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

- I have read and I understand the contents of this Certificate;
- I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation; could potentially submit a bid in response to this bid invitation, based on
  - b) their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
- i. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.



- The terms of the accompanying bid have not been, and will not be, disclosed by the tenderers, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature Date

.....  
Position Name of Bidder

### T2.3 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

**PROJECT NAME: FIXED TERM CONTRACTORS FOR CONSTRUCTION OF WATER INFRASTRUCTURE PROJECTS IN CIVIL AND MECHANICAL ENGINEERING WORKS**

ITEM	SPECIFICATIONS AND IDENTIFICATION	MINIMUM % FOR LOCAL CONTENT PER UNIT
1	Pipes	90%
2	Valves	90%
3	Reinforcement steel	100%

**Table 1: Local Content Items**

TABLE 1 Above: List of items listed above to be procured indicating the minimum local content threshold.

- **Bidders are expected to fill in the SBD 6.2 section and Annexures C (Local Content Declaration - Summary Schedule), D (Imported Content Declaration - Supporting Schedule to Annexure C) and E (Local Content Declaration - Supporting Schedule to Annexure C). All the BOQ within the local content list must be filled in on the annexures listed. Failure to sign and list the items above will lead to disqualification of the bid document.**

**NB:** The items have to conform and be SANS approved standard.

Notes:

- ✓ Document 3 (local content calculation sheet) of the tender documents from the tender portal has all the items as reflected on table 1 of all the designated items. The BOQ has a column LOCAL CONTENT ITEM - Table 1 which shows all the local content items cross referenced.
- ✓ Bidders are expected to declare in line with the guidelines provided on the tender portal.
- ✓ All the listed items as per Document 3 (local content calculation sheet) should be priced and completed as per the example shown on annexure c. Bidders should declare each item.
- ✓ All annexures should be completed and signed at the bottom. Don't leave unsigned or incomplete.



Annex C										SATS 1286.2011		
Local Content Declaration - Summary Schedule												
(C1) Tender No.				(C11) Exempted imported value	(C12) Tender value net of exempted imported content	(C13) Imported value	(C14) Local value	(C15) Local content % (per item)	(C16) Tender Qty	(C17) Total tender value	(C18) Total exempted imported content	(C19) Total Imported content
(C2) Tender description:												
(C3) Designated product(s)												
(C4) Tender Authority:												
(C5) Tendering Entity name:												
(C6) Tender Exchange Rate:	Pula	EU	GBP									
(C7) Specified local content %												
Tender summary												
(C8) Tender item no's	List of items	(C9)	(C10) Tender price - each (excl VAT)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Signature of tenderer from Annex B												
(C20) Total tender value												
(C21) Total Exempt imported content												
(C22) Total Tender value net of exempt imported content												
(C23) Total Imported content												
(C24) Total local content												
(C25) Average local content % of tender												
Date:												



## Annex D

(D1) Tender No. \_\_\_\_\_

(D2) Tender description: \_\_\_\_\_

(D3) Designated Products: \_\_\_\_\_

(D4) Tender Authority: \_\_\_\_\_

(D5) Tendering Entity name: \_\_\_\_\_

(D6) Tender Exchange Rate: \_\_\_\_\_ Pula \_\_\_\_\_ EU \_\_\_\_\_ GBP \_\_\_\_\_

Note: VAT to be excluded  
from all calculations

## A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

## B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

## D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0

Signature of tenderer from Annex B

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

SATS 1286.2011

## Annex E

--

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations
--

	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	(Tenderer's manpower cost)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	R 0
-------	--	----------------------------	--	-----

(E11)		(Rental, depreciation & amortisation, utility costs, consumables etc.)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	R 0
-------	--	--	--	-----

(E12)		(Marketing, insurance, financing, interest etc.)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	R 0
-------	--	--	--	-----

(E13) Total local content	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	R 0
---------------------------	--	-----

Signature of tenderer from Annex B

 Date:









### **Multi-Company Declaration Forms**

The purpose of this declaration form is to provide detail to the state entity (LNW) the multi companies a director or an individual may own, the ownership maybe in the many forms (shareholding in a registered company-CIPC, director of a Trust, Company-CIPC, Partnership member or Sole Proprietor).

The information requested must be completed in full and signed by the concerned party:

Name of Company	Co. Registration No.	Registration Date	Shareholder Initial & Surname	% owned	Identity Number	Physical Address



I, \_\_\_\_\_ the \_\_\_\_\_ undersigned \_\_\_\_\_ (full  
name).....

Certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

I also confirm that i will immediately inform Lepelle Northern Water if any declared information above changes in the next six (06) months.

**NB. NOTE THAT IF SHAREHOLDERS OR DIRECTORS BELONG TO MORE THAN ONE COMPANY, BOTH COMPANIES WILL BE AUTOMATICALLY DISQUALIFIED.**



# **PART C1**

## **AGREEMENT AND CONTRACT DATA**



**C1 AGREEMENT AND CONTRACT DATA**

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**Project Name: TENDER NO: LNW 21/21/22 FIXED TERM CONTRACTORS FOR  
CONSTRUCTION OF WATER INFRASTRUCTURE PROJECTS IN CIVIL AND  
MECHANICAL ENGINEERING WORKS**

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

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

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

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date .....

Name .....

Capacity .....



**FOR THE TENDERER**

(Name and address of organization)

.....

Name and signature of witness

.....

.....

## ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1:** Agreements and Contract Data, (which includes this agreement)
- Part C2:** Pricing data
- Part C3:** Scope of work.
- Part C4:** Site information

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name .....

Capacity .....

## FOR THE EMPLOYER

Name and signature of witness .....

.....

Date .....





**Schedule of Deviations (To be filled in if there are any Deviations or Alternatives accepted)**

1. Subject	:	_____
Details	:	_____
		_____
		_____
2. Subject	:	_____
Details	:	_____
		_____
		_____
3. Subject	:	_____
Details	:	_____
		_____
		_____
4. Subject	:	_____
Details	:	_____
		_____
		_____
5. Subject	:	_____
Details	:	_____
		_____
		_____

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the

tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

**(To be signed only if there are any Deviations listed above)**

Signature ..... Date .....

Name .....

Capacity .....

**FOR THE TENDERER**

(Name and address of organization) .....

Name and signature of witness .....

.....

Date .....

Signature .....

Date .....

Name .....

Capacity .....

**FOR THE EMPLOYER**

Name and signature of witness .....

.....

Date .....

**C1.2 CONTRACT DATA**

The General Conditions of Contract for **Construction Works Third Edition (2015)** published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Block 19, Thornhill Office Park  
Bekker Street, Vorna Valley,  
Midrand.

Private Bag X200,  
Halfway House. 1685

Tel: 011-805 5947  
Fax: 011-805 5971

**C1.2.1 CONTRACT SPECIFIC DATA.**

***The General Conditions of Contract for Construction Works Third Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:***

***Contract Specific Data.***

***The following contracts data are applicable to this contract:***

<b>REFERENCE TO:</b>	<b>CLAUSE.</b>	<b>DATA</b>
<i>Contractor.</i>	<i>1.1.1.9</i>	Fixed Term Contracts for Construction
<i>Defect liability Period</i>	<i>1.1.1.13</i>	The defect liability period shall be 12 months.
<i>Due Completion Date</i>	<i>1.1.1.14</i>	The Works shall be completed within 48 calendar months as envisaged by the employer.
<i>Employer.</i>	<i>1.1.1.15</i>	Lepelle Northern Water
<i>Sub-Contracting</i>	<i>4.4</i>	No Works of value more than 25% of contract amount may be sublet to non-HDI Sub-contractor if contract has been obtained with HDI points
<i>Selection of</i>	<i>4.4.1</i>	The tenderer/Contractor is to subcontract part of his works of the project in compliance to national treasury guidelines PPPFA

<b>REFERENCE TO:</b>	<b>CLAUSE.</b>	<b>DATA</b>
<i>subcontractors</i>		2017 item 9. The works to be sub-contracted to the designated group of locals within the relevant local Municipality as required by the respective tender Municipality/ District Municipality or Limpopo Province where feasible. Sub-contractors are to comply with applicable regulations and approved by LNW. This will be done by a subcontractor selected by the Contractor in consultation with the Employer.
<i>Contract Cessions</i>	<i>5.1</i>	Contract Cessions will be approved by the Employer on this Project
<i>Documentation Required Before Commencement with Works</i>	<i>5.3.1</i>	<p>The Works are to be commenced within twenty-one (21) days of the Commencement Date. The documentation required before commencement with Works execution are:</p> <ol style="list-style-type: none"> <li>6. A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated there under (Refer to Clause 4.3).</li> <li>7. Health and Safety Plan and approved OHS file by the Department of Labor in terms of Construction Regulations 2014 (Clause 4.3)</li> <li>8. Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).</li> <li>9. Sub-contracting strategy including information pertaining to the identified sub-contractors to be used (names, proven capabilities, project experience and scope of work to be sub-contracted) (clause 4.4.1)</li> <li>10. Initial Program Clause 5.6</li> <li>11. Security Clause 6.2</li> <li>12. Insurance Clause 8.6</li> <li>13. CVs and qualifications of key staff, and Contractor's project team organogram. Clause 8.6</li> </ol>

<b>REFERENCE TO:</b>	<b>CLAUSE.</b>	<b>DATA</b>
<i>Submission of documents required in clause 5.3.1</i>	5.3.2	The time to submit the documentation required before commencement with the Works execution is 21 days except OHS related documents which must be submitted within 7 days.
<i>Time for Completion</i>	5.6.2.1	36 Months with an option of one year extension base on the performance of contractor from date of site handover, including Special Non-working.
<i>Special Non-working days</i>	5.8.1	The special non-working days are public holidays
<i>Penalty for delay</i>	5.13.1	0.03% of the contract value per calendar day and part thereof.
<i>Liability for Any Latent Defects</i>	5.16.3	The latent defect period is 10 years.
<i>Guarantee Sum</i>	6.2.1/6.2.2	The form of security for this contract will be a Performance Guarantee to the value of 10% of the Contract Value
<i>Contract Guarantee</i>	6.2.3	The performance guarantee shall not have an expiry date
<i>Percentage Allowances</i>	6.5.1.2.3	The percentage allowances shall be 10%.
<i>Contract Price Adjustment</i>	6.8.2	Contact Price Adjustment is applicable.
<i>Special Materials</i>	6.8.3	There are no special materials in this contract.
<i>Materials on Site</i>	6.10.1.5	The percentage limit on materials and plant not yet built into the Permanent Works is 80% of the value of the plant and materials. No upfront payment shall be permitted. Proof of payment and formal cession of the plant and material to LNW will be required.
<i>Retention Money</i>	6.10.3	The percentage retention is 10% in addition to the performance guarantee on each payment certificate and in accordance to LNW Policy.
<i>Limit of Retention</i>	6.10.3	The limit of retention money is 10% of the tender sum
<i>Retention Money Guarantee</i>	6.10.5	A Retention Money Guarantee may be required in lieu of retention money.
<i>Variations exceeding 15 per cent</i>	6.11	Delete "15 percent" in this and associated clauses and enter "50 per cent".

<b>REFERENCE TO:</b>	<b>CLAUSE.</b>	<b>DATA</b>
<i>Defects Liability Period</i>	7.8.1	12 Months
<i>Excepted Risks</i>	8.3	The contractor must include in his insurances risks due to use or occupation by the Employer or Employees of the Employer or agents or other contractors of any part of the Works.
<i>Limit of indemnity</i>	8.4.2	claims unlimited
<i>Insurances</i>	8.6.1	The amount to be included in the sum insured to cover the value of:
	8.6.1.1.2	Materials and equipment supplied by the Employer for incorporation into the works is Nil excluding VAT.
	8.6.1.3	The limit of the liability insurance required shall not be less than the contract amount. The number of claims during the construction and Defects Liability Period shall be unlimited.
	8.6.1.5	The following <i>additional</i> and <i>varied insurances</i> are required: <i>CAR &amp; SASRIA should not be less than the contract amount.</i>
<i>Dispute Resolution</i>	10.5.1, 10.5.3	The number of Adjudication Board Members to be appointed: one.  Adjudication, Arbitration, and the Court will be acceptable dispute resolution mechanisms

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



**Note:**

- i. Failure to complete and sign this section will not necessarily lead to disqualification of the bid, but submission of the bid document shall put into effect the contract data information.
- ii. The bidder is deemed to have included all costs for the plant to functions as per the specifications of the project.



iii.

### **C1.2.3 EPWP SPECIFIC CONDITIONS OF CONTRACT.**

**NOTE THAT THIS PROJECT HAS NOT BEEN REGISTERED AS AN EPWP PROJECT, BUT WILL BE EXECUTED ACCORDING TO THE EPWP PRINCIPLES, SAVE FOR THE HOURLY LABOUR RATES WHICH SHALL BE AS PER THE CIVIL ENGINEERING WORKS DETERMINATION, GOVERNMENT GAZETTE 35634 OF 28 AUGUST 2012, AS REVISED FROM TIME TO TIME, AND WHICH LATEST REVISION SHALL APPLY FOR THIS PROJECT. THE LABOUR RATES REFERRED TO IN THIS PARAGRAPH SHALL SUPERSEDE ALL OTHER RATES THAT MAY BE DIRECTLY OR INDIRECTLY INFERRED FROM OTHER SECTIONS AND PARAGRAPHS OF THIS DOCUMENT.**

#### **Payment for the labour-intensive component of the works**

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

#### **Applicable labour laws**

The Ministerial Determination, Extended Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

### **1. Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Extended Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2 In this document –

- (a) "Department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- (c) "Worker" means any person working in an elementary occupation on an EPWP;
- (d) "Elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "Management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "Task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;

- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

## **2. Terms of Work**

- 2.1 Workers on an EPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP
- 2.3 Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

## **3. Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work—
  - (a) More than forty hours in any week
  - (b) On more than five days in any week; and
  - (c) For more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

## **4 Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **5 Special Conditions for Security Guards**

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **6 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

## **7 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

## **8 Work on Sundays and Public Holidays**

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) The worker's daily task rate, if the worker works for less than four hours;
- (b) Double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday
- (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9 Sick Leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) Absent from work for more than two consecutive days; or
  - (b) Absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **10 Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.

- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) On an earlier date –
    - (i) If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) If agreed to between employer and worker; or
  - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

## **11 Family responsibility leave**

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **12 Statement of Conditions**

12.1 An employer must give a worker a statement containing the following details at the start of employment

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

## **13 Keeping Records**

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

- 13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### **14 Payment**

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (b) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **15 Deductions**

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
  - (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker or
  - (c) pay the employer or any other person for having been employed.

## **16 Health and Safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
  - (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the EPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

## **17 Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.



## **18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## **19 Certificate of Service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
  - (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the employer and worker.

### C1.3 BLASTING INDEMNITY

Contract No.

Given by \_\_\_\_\_

\*Company Registration No. \_\_\_\_\_

Address \_\_\_\_\_

a \*Company incorporated with limited liability according to the company laws of the Republic of South Africa, \*Partnership, \*Close Corporation, \*Public Company (hereinafter called the Contractor), represented herein by \_\_\_\_\_ in his capacity as the Contractor's \_\_\_\_\_ duly authorised hereto by a resolution of the Contractor dated \_\_\_\_\_ a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the **LEPELLE NORTHERN WATER** (hereinafter called the Company) for,

\_\_\_\_\_ and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the subscribing witnesses.

AS WITNESSES

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

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
DESIGNATION OF SIGNATORY

\*Delete which does not apply



**C1.4 HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION**

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
8. Be advised that this agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
9. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the contractor.
10. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Johannesburg Water in this respect.
11. The work to be done is \_\_\_\_\_
12. The area in which the work is to be conducted is \_\_\_\_\_
13. The contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of Johannesburg Water any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into the area.



**C1.4.1 HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR  
IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT  
NO 85 OF 1993.**

Written agreement between Lepelle Northern Water (hereinafter referred to as "the Employer) and \_\_\_\_\_ (hereinafter referred to as "the mandatory") as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I \_\_\_\_\_ representing \_\_\_\_\_ (mandatory) do hereby acknowledge that \_\_\_\_\_ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature on behalf of mandatory \_\_\_\_\_

Signature on behalf of Employer \_\_\_\_\_

**Compensation Fund Registration No. of mandatory** \_\_\_\_\_

Good Standing Certificate : ☐ yes ☐ no (tick one box)



#### C1.4.2 OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

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

in my capacity as: \_\_\_\_\_

of the firm: \_\_\_\_\_

- 1.0 hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
- 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any Lepelle Northern Water buildings, construction sites and/or premises;
  - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Lepelle Northern Water; and
  - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
- 2.0 and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, Lepelle Northern Water -
- 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
  - 2.2 against any claims that may be instituted against Lepelle Northern Water and/or any liability that Lepelle Northern Water may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Lepelle Northern Water clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
  - 2.3 against similar claims that I, managers or directors of my firm may have against Lepelle Northern Water and any damages for which I, managers or directors of my firm hold Lepelle Northern Water liable.
- 3.0 My firm's compensation commissioner number is and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
- 4.0 I hereby confirm that I have the authority to sign this indemnity undertaking and that Lepelle Northern Water is not obliged to confirm such confirmation.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day

Of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity

As witnesses:

1 \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

2

Name

Signature

### C1.5 INCLEMENT WEATHER

No extension of time for completion will be granted on account of normal inclement weather but extension of time shall be determined for abnormal rainfall or wet conditions. The extension request must be in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the period from the Commencement Date to the Due Completion Date or the date of issue of the Certificate of Practical Completion, whichever is earlier, and excluding the Contractor's year-end recess.

$$V = (N_w - N_n) + (R_w - R_n) / X$$

The symbols shall have the following meanings:

**V** = Extension of time in calendar days in respect of the calendar month under consideration.

**N<sub>w</sub>** = Actual number of days during the relevant calendar month on which Y mm or more of rainfall has been recorded.

**N<sub>n</sub>** = Average number of days in the relevant calendar month on which Y mm or more of rainfall has been recorded, as derived from the rainfall records provided in the Project Specification.

**R<sub>w</sub>** = Actual rainfall in mm for the calendar month under consideration.

**R<sub>n</sub>** = Average rainfall in mm for the relevant calendar month, as derived from the rainfall records provided in the Project Specifications.

If V is negative and its absolute value exceeds N<sub>n</sub>, then V shall be taken as equal to minus N<sub>n</sub>.

For this Contract, X and Y shall have the following values:

X = 20 mm/d                      Y = 10 mm

Extensions of time for part of a month shall be calculated using pro rata values of N<sub>n</sub> and R<sub>n</sub>.

The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration, but if the grand total is negative the time for completion shall not be reduced due to abnormal rainfall.

The factor (N<sub>w</sub> - N<sub>n</sub>) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm.

The factor (R<sub>w</sub> - R<sub>n</sub>)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall does not exceed Y mm but wet conditions prevented or disrupted work.



The formula does not take account of flood damage, which could cause further or concurrent delays, which shall be treated separately as far as extension of time is concerned.

The figures for  $N_n$  and  $R_n$  given below are the most suitable figures available and shall be used unless other are agreed at the commencement of the Contract.

The rainfall records from the nearest weather station at Hans Marensky, Rainfall Station No 0679227 8, for the period 1980 to 2014 are reproduced in the table below and the monthly averages ( $N_n$  and  $R_n$ ) for this period will be taken as the normal rainfall for the purposes of this Contract.

Source of information: South African Weather Service.

# **PART C2**

## **PRICING DATA**



**C2 PRICING DATA****C2.1 PRICING INSTRUCTIONS**

2. Measurement and payment shall be in accordance with the relevant provisions of the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications), the Site Information and the Drawings are to be read in conjunction with the Bill of Quantities

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometer
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	liter
m	=	meter
mm	=	millimeter
m <sup>2</sup>	=	square meter
m <sup>2</sup> -pass	=	square meter-pass
m <sup>3</sup>	=	cubic meter
m <sup>3</sup> -km	=	cubic meter-kilometer
MN	=	meganewton
MN.m	=	meganewton-meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications).
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work at which the Tenderer tenders to do the work..
Amount:	The product of the quantity and the rate tendered for an item.
Lump sum:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere but of which the quantity of work is not measured in units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no

allowance is made for waste.

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SABS 1200 applicable specification. The work scheduled payment should be referred to the applicable payment items in SABS 1200, which must receive preference to the reference given in the Schedule of Quantities or if any such reference is not indicated.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

## C2.2 BILL OF QUANTITIES

**(NO BOQ SHALL BE UTILISED AT THIS STAGE)**

# **PART C3**

## **SCOPE OF WORK**

### **C3 SCOPE OF WORK**

#### **C3.1 DESCRIPTION OF WORKS**

The purpose of this tender is to appoint fixed term contractors to proceed with tendering and implementation process for DWS directives projects for Mopani and Vhembe Regions.

##### **C3.1.1 LOCATION OF WORKS**

Location of Site:

Various

##### **C3.1.2 NATURE OF WORKS**

Background

A number of tests such as exploring the performance of the new coagulants before committing Pilot studies provide the unique opportunity to assess the performance of the plant under study by simulating the complete treatment process under the site-specific conditions. The information gathered from the pilot study is utilized to make necessary adjustments in order to generate a more complete design, more accurate cost estimates, and an in-depth understanding of the viability of the proposed project.

##### **C3.1.3 SCOPE**

Bidders are hereby invited from **CIDB** registered companies for a fixed term contract for infrastructure engineering construction works to implement different projects within the Lepelle Northern Water areas of operations but only for DWS directives projects.

The objective of the Employer is to appoint FIXED TERM CONTRACTORS FOR CONSTRUCTION OF WATER INFRASTRUCTURE PROJECTS IN CIVIL AND MECHANICAL ENGINEERING WORKS FOR A PERIOD OF THREE (3) YEARS with an option of one year extension base on the performance of the contractors.

The fixed term contract for contractors shall implement different projects within the Lepelle Northern Water areas of operations but only for current existing DWS directives projects within Vhembe and Mopani District Municipalities. The contractors

will be remunerated based on work done inline with the accepted BOQ depending on the project type.

The project name and locations for implementation are as follows:

- a. Giyani Water Service RM08 - Greater Giyani Local Municipality
- b. Nandoni to Nsami RL28 - Collin Chabane, Giyani, Thulamela Local municipalities
- c. Babanana pipeline project RS135 - Tzaneen Local Municipality

Lepelle Northern Water is responsible for operations, maintenance, rehabilitation and expansion of infrastructure. It distributes bulk water in terms of the National Water Act (NO. 36 of 1998) to authorised users. LNW's responsibility is to develop, construct and maintain infrastructure assets comprising of dams, pipelines, canals, pump stations, Wastewater Treatment Plants (WWTP's), Water Treatment Plants (WTP's), associated infrastructure.

The purpose of this tender is to appoint a fixed term contract of **CIDB** Registered Contractors from proven experienced, qualified companies to render Civil and Mechanical Engineering Construction Services and on an as-and-when required basis for a period of 3 years with an option of one year extension base on the performance of the contractor.

- a) To call for interested, experienced, and registered contractors on CIDB.
- b) The appointed contractors will be tasked for construction work on water treatment works, water retaining structures, pipelines, installation of pipes fittings, valves, pump stations, electro-electrical engineering works for DWS Directives Projects.
- c) Specifications will apply to all existing and new infrastructure projects.
- d) Companies with the following CIDB Construction Industry Development Board of South Africa) grading/s **Civil Engineering (CE)**, **Mechanical Engineering (ME)** **Infrastructure** and ranging from Grade 7 to 9.

**Note that, CIDB grading below 7 CE or 7 ME will not be considered.**

The most important principles of the proposed fixed term contracts are that:

- a) The fixed term contracts shall be utilized as and when required by LNW.
- b) LNW reserves the right to appoint established contractors and pair them with BBBEE companies from specific designated areas in line with the preferential procurement regulations using service providers appointed by LNW or from Local Municipality database and panels.
- c) Specifications will apply to all new and existing infrastructure projects including Regional Bulk Infrastructure Grant (RBIG), WSIG (Water and Sanitation Infrastructure Grant) assigned to LNW as directives projects.
- d) All contracts will be managed according to the latest **GCC** (General Conditions of Contract for Construction Works 2015 Edition), **CIDB** (Construction Industry Development Board of South Africa) and the LNW **SCM** Policies and Procedures.

#### **C3.1.3.1 SPECIFICATION**

Bids are hereby invited from qualified contractors with experience in construction work on water treatment works, water retaining structures, pipelines, installation of pipes fittings, valves, pump stations, electro-electrical engineering works.

#### **SCOPE OF WORK**

The scope includes but is not limited to the following items:

##### **1. CIVIL ENGINEERING (CE)**

- 1.1. Water Retaining Concrete Structure** – Dams, Tunnels, Canals, Reservoirs, Concrete (Structures) for water treatment or wastewater treatment or storage - Channels, Concrete Settling Tanks or Clarifiers, Concrete Rapid Gravity Filters, (Sludge) Lagoons.
- 1.2. Structures** – Steel Structures, Elevated Steel Tanks, Ground Mounted Steel Reservoirs, Steel Water or Wastewater Treatment/Processing Structures.
- 1.3. Pipelines** – Steel, PVC, HDPE and Glass Reinforced Pipes for Raw Water, Potable Water, Sewer Mains and Effluent pipelines.

## **2. MECHANICAL ENGINEERING (ME)**

- 2.1. (Fluid) Hydro-Mechanical Equipment** - pump stations, fans, turbines, blowers and mixers.
- 2.2. Medium-High Pressure Vessels and Pipe Work** – Pressure Filters, Pipe Fittings and Valve Installations, Fabrication and Welding works.
- 2.3. Lifting Equipment** – Cranes and lifting equipment, hoist mechanism, Sluice Gates for Water retaining structures.
- 2.4. Structures** – Steel Structures, Elevated Steel Tanks, Ground Mounted Steel Reservoirs, Steel Water or Wastewater Treatment/Processing Structures.
- 2.5. Power Equipment and Control** – Motors, Actuators, Compressors, Engines and Gearboxes.
- 2.6. Water and Wastewater Treatment Plant** – Water Treatment Processing units, Wastewater Treatment Processing units, Chemical Processing Units, Plant Engineering.

***Note: It remains the contractor's responsibility to ensure that the newly installed materials and infrastructure is in accordance to the relevant specifications, drawings and in accordance to SANS.***

### **C3.1.3.2 DESCRIPTION OF WORKS**

The description of the projects contained in this section is merely an outline of the contract works and shall not limit the work to be carried out by the Contractor under this fixed contractor contract. Approximate quantities of each type of work to be carried out in accordance with the contract documents will be listed in the Bill of Quantities and the work package as and when required through an RFQ process to the appointed fixed term contractors appointed.

The nature of work to be carried out under this contract includes *inter alia* the following:

- a) Submission of contractual documents;
- b) Obtaining of construction regulation permit - OHS;
- c) Establishment of camps on site;
- d) Site clearance;
- e) Provision of workshop drawings for approval;
- f) Seeking approval by LNW and Engineer to proceed;



- g) Procurement of equipment, materials, steel, rebar, pipes, valves, flowmeters, and fittings;
- h) Factory acceptance test of materials when applicable.
- i) Supply and delivery of materials.
- j) Preparation of works;
- k) Construction, installation of civil (associated axillaries structures) and mechanical works.
- l) Dry and Wet commissioning.
- m) Inspection by Engineer and LNW for quality; and testing and commissioning of newly built infrastructure.

Table 1: Fixed Term Contract Required is for Civil Engineering and Mechanical Engineering

CIDB GRADING - DESIGNATION	UPPER LIMIT OF TENDER VALUE RANGE
CIDB GRADE 7	R 60 000 000,00
CIDB GRADE 8	R 200 000 000,00
CIDB GRADE 9	No Limit

Works

Note that, projects below R 60 000 000,00 will not be implemented through this framework contractors' agreements and therefore will not be considered herein.

### **C3.1.3.3 SELECTION OR UTILISATION OF FRAMEWORK AGREEMENTS CONTRACTORS**

The list of Service Providers will be utilized on an as and when required basis. User Departments can submit requisitions for DWS Ministerial projects that are in line with the scope of work as per the tender documents and such services can be sourced from the appointed framework agreements contractors

The framework agreements contractors listed will be utilized on an as and when required basis.

- a. Framework Contractor shall be listed based on highest scoring on functionality in each category i.e. CIDB 7,8 and 9.

- b. The User Departments submit a requisition/specification to Supply Chain Unit with budget confirmation. Specification must be recommended by BSC and approved by BAC before RFQ process is implemented.
- c. The utilization will be in line with the Department of Trade and Industry's designation for product types and suitability of the technical product specification for each product type.
- d. SCM Unit will then send a request to all Service Providers listed as framework agreements Contractors on a rotational basis as per their expertise and/or categorized type for requesting them to submit a quotation/proposal. Service providers must comply with sub-contracting and local content where applicable. ( NB:- Contractors that have already been allocated work on this framework agreement contracts and are still busy implementing such work they will not be included in the request for quote until the work allocated is completed and completion certificate issued). However, this condition will not apply if the list for a specific category have only one contractor or all listed contractors have been allocated work which is still on-going.
- e. The fixed term Contractor will be given a minimum of seven calendar days to respond to the request for quotation depending on the complexity of the project.
- f. The Service Provider will respond by submitting a detailed technical and price proposal or as per the requirements of the specification on the RFQ.
- g. Bid Evaluation Committee will evaluate the quotes/proposals submitted
- h. LNW also reserve the right to request for separate quotations based on any project specific scope from the listed contractors by selection as and when required. The evaluation will only be based on BBEE and price.
- i. Price and BBEE 80/20 or 90/10 – Will be utilised during the Request for Quotation.
- j. If service provider appointed for any projects, the highest listed suppliers shall now move to the bottom on all the other disciplines and the service provider won't be called for the next projects until the fixed term contractors' cycle is completed on a rotational basis.
- k. Depending on the value of the project, LNW delegation of authority for approval shall apply.
- l. The fixed term contractor/s will be utilized for the value of the project in line with the scope for a period of three (03) years and linked to specific project duration with an option of one year extension base on the performance of contractor.
- m. Selection for RFQ process where necessary can be based on Geographical location with a submission of an approved motivation from the User Department (approval must be done through BAC to the CE).

- n. Any work issued while framework agreements was valid can continue after expiry of the framework agreements till completion of the project.