

DEPARTMENT OF BASIC EDUCATION



SANITATION APPROPRIATE FOR EDUCATION (SAFE) INITIATIVE, KWAZULU NATAL PROVINCE



TENDER DOCUMENT FOR CONSTRUCTION OF OMITTED SCOPE FOR SANITATION FACILITIES AT MKATSHANA JUNIOR SECONDARY SCHOOL IN KWAZULU NATAL PROVINCE

MINIMUM CIDB GRADING REQUIRED 2CE/GB

Tender NO.: TMT-DBE-22/23-SAFE3-KZNCL15

Registered Name of Tenderer	
Trading Name of Tenderer	
Registration No. of Entity	
Contact Person	
Tel No:	Email Address:
Cell No:	Fax No:
Address of registered physical address	
Main Scope	Additional Works
District	Harry Gwala District
No. of Projects	2
Cluster Offer (Vat Inclusive (15%))	R

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SARS PIN No.	
Income Tax Number	
Vat Number	
Tax Expiry date	
Tenderer CIDB Grading	
CIDB CRS No	
CSD REG Number	
COIDA Certificate No.	

T1.1: NOTICE AND INVITATION TO SUBMIT TENDERS

CONSTRUCTION OF OMITTED SCOPE FOR SANITATION FACILITIES AT SCHOOLS IN KWAZULU NATAL UNDER THE SAFE INITIATIVE (Tender NO.: TMT-DBE-22/23-SAFE3-KZNCL15)

On behalf of the Department of Basic Education, The Mvula Trust invites suitable and qualified contractors to submit tenders for the *Provision of Omitted Scope for Sanitation facilities to Schools in the Kwa-Zulu Natal Province*.

Suitable Contractors are hereby invited to submit tenders for the *Construction of Omitted Scope for Sanitation Facilities for the following school under the SAFE INITIATIVE*.

Table 1:

Tender Number.	Name of School	Type of Project	District Municipality	CIDB Grading
TMT-DBE-22/23-SAFE3-KZNCL15	Mkatshana Junior Secondary School	Sanitation	Harry Gwala	2CE/GB or Higher

Compulsory briefing meeting will be held at Vumani Secondary School (30 03'46.9"S: 29 31'58.2"E) on Friday, 12 May 2023 at 09:00am.

Tender documents will be available on National Treasury e-tender portal for downloading and self-printing from 08:00am on Friday, 5 May 2023

It is the responsibility of the bidder to make sure that all the returnable documents and schedules as indicated in section **Part T2 Returnable documents** are up to date when submitting the bid.

The tenders will be evaluated for price and preference. Evaluation for preference and price will be **80/20** Preference Point system where a maximum of **eighty (80)** points will be awarded for price and **twenty (20)** points will be awarded for specific goals.

After price and preference have been scored, **arithmetic check** and **risk assessment** will be conducted for those tenderers that are responsive.

Tender closing date and time: **Friday, 19 May 2023 @ 12:00 pm**. Completed tender documents must be submitted in sealed envelopes and clearly marked **as per Tender Number indicated above in the table for each specific project** and must be deposited in a tender box at **07 Pearce Crescent, The Park, Unit F1, Empangeni, 3880**.

The Mvula Trust reserves the right to withdraw any invitation to submit tenders and/or to re-advertise or to reject any bid or to accept a part of it. The Mvula Trust does not bind itself to accepting the lowest offer. The bidder will not be awarded **more than one clusters**. Bidders to note that the date for **practical completion** shall be 8 weeks from the **commencement date**.

No Telegraph, telephone, telex, facsimile or any other form of transmittal will be accepted. Late documents will not be accepted.

Enquiries: All enquiries regarding this tender must be forwarded to: Email: mduduzin@themvulatrust.org.za with the applicable Bid No. as the subject.

Enquiries: All enquiries regarding this tender must be forwarded to: Email: mziwoluntu@themvulatrust.org.za with the applicable Bid No. as the subject.

Tender document must be completed in full, failure to do so will result into non responsive.

T1.2 TENDER DATA

Project title:	CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE.		
Tender No:	TMT-DBE-22/23-SAFE3-KZNCL15		
Invitation date:	05 May 2023	Closing date:	19 May 2023
Closing time:	12:00	Validity period	12 Weeks

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of CIDB Standard for Uniformity in Construction Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, 2004 (as amended) issued in terms of section 33.

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 the tender data and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of tender to which it mainly applies.

Clause number (refer to Annex C)	Section	Clause
C1.1.1	Actions	The Mvula Trust as 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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices. The sponsor is the Department of Basic Education (DBE) and the employer according to the contract is The Mvula Trust. The work is to be done for the DBE as sponsor and as funder. The DBE will have the right to directly intervene if the service provider is in default. In the event of such an intervention, the DBE shall assume full accountability and responsibility and will indemnify the IA for any litigation that might arise as a consequence of such intervention The contracts allow for the assignment of the remaining contractual liabilities of the Tenderers to the DBE to be implemented by such custodian department.

C.1.1.2	Actions	The Mvula Trust and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate. <i>Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</i> <i>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i>
C.1.1.3	Actions	The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with and complete the contract within the stipulated completion time. Failure to complete will result in penalties being applied and tendered being blacklisted with CIDB and National Treasury
C.1.4	Communication and employer's agent	Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated below: The employer's representative is (Principal Agent Paradox Young and Associates (Pyt) Ltd Name: Blessing Gororo Address: 2 Roseveare Scottville Pietermaritzburg 3201 Tel: +27 33 346 1534 E-mail: blessing@paradoxyoung.co.za
C1.6.3	Proposal procedure using the two stage system	Not applicable.

C.2.1	Eligibility	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 2CE/GB or Higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2CE/GB class of construction work, are eligible to have their tenders evaluated. Please note that your registration should be valid on the day of evaluation as well as on the day of award. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 2CE/GB or Higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. Contractor can only submit one tender per cluster as a joint venture partner or individual company, not both. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2CE/GB or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.4	Confidentiality and copyright	Bidder to treat confidential all matters arising in connection with the bid. Use and copy the documents issued by The Mvula Trust only for the purpose of preparing and submitting a bid offer in response to the invitation.
C.2.7	Clarification meeting	Compulsory briefing meeting will be held at Vumani Secondary School (30 03'46.9"S: 29 31'58.2"E) on Friday, 12 May 2023 at 09:00am
C.2.8	Seek clarification	Tenderers should request clarification of the tender documents, if necessary, by notifying the Employer's Representative indicated in the Tender Notice and Invitation to Tender in writing at least three working days before the closing time stated in the tender data.
C.2.9	Insurance	The Mvula Trust accepts that the submission of a Tender shall be construed as an acknowledgment by the Tenderer that she/he will provide her/his own insurance for this contract to safe guard the works against damages and the public injuries, diseases etc.
C.2.10.3	Pricing of the tender offer	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
C.2.11	Alterations to documents	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

C.2.13	Submitting a tender offer	C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. C.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. C.2.13.4 Sign the original 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. C.2.13.5 Seal the original tender offer marking the as "ORIGINAL" Tender 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. C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
C.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
C.2.15	Closing time	The closing time for submission of tender offers is: Friday, 19 May 2023 at 12:00pm.
C.2.16	Tender Offer validity	The Tender Offer validity period is 12 weeks. "If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day." <u>The validity period may be extended in writing by the Employer.</u>
C.2.17	Clarification of tender offer after submission	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18	Provide other material	C.2.18.1 Provide, on request by the employer, any other material or equipment that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive. C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
C.2.19	Inspections, tests and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.
C.3.2	Issue Addenda	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents
C3.3	Return of late tenders	Late tenders will not be returned.
C.3.8	Test for responsiveness	C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other 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.

C.3.9	Arithmetic errors, omissions and discrepancies	C.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. C.3.9.2 Check the tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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. C.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. C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) 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.
C.3.11	Evaluation of Tender offers	The tenders will be evaluated for price and preference. Apply the 80/20 Preference Point system where a maximum of eighty (80) points will be awarded for price and twenty (20) points will be awarded for specific goals. After price and preference have been scored, arithmetic check will be conducted for those tenderers that are responsive.

C.3.11	Evaluation of Tender offers (Continued)	The Mvula Trust is obligated to undertake risk assessment before accepting offers. In doing the risk assessment the following must be considered. 1. Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. 2. Employer is obligated by standards of uniformity to tender to evaluate if the Contractor 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. In this contract the risk assessment will be conducted in relation to the key area below: • Commercial Risk Price offered should not pose commercial risk to completion of the project. The BEC may interview the bidder should it be deemed necessary. • Current workload The Mvula Trust will assess the Bidders workload and risk thereto. • Projects under construction (not taken Works Completion at time of evaluation), already awarded or being considered for award. • The BEC may choose to interview the bidders should it deem it necessary to further assess the risk • The bid of any bidder will be disregarded if that bidder, or any of its directors have: a. abused TMT supply chain management system; b. committed fraud or any other improper conduct in relation to such system.
C.3.12	Insurance provided by the Employer	The Employer will not take out any insurance.

C.3.13	Acceptance of Tender Offer	Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: • is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; • 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; • has the legal capacity to enter into the contract; • is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; • complies with the legal requirements, if any, stated in the tender data; and • is able, in the opinion of the employer, to perform the contract free of conflicts of interest. Add the following: • A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of the Public Finance Management Act.
C.3.17	Provide Copies of the Contract	One signed copy of contract shall be provided by the Employer (per cluster) to the successful Tenderers. For record purposes the contractors should buy a copy of the contract for use as reference during contract administration.

Part T2: Returnable Documents

T2.1 List of returnable documents

1. Returnable documents

- T2.1.A: Central Supplier Database Registration Report. **(If not registered on day of award, tenderer will be disqualified)**
- T2.1.B: CIDB registration print out **(Registration will be verified online and if not valid on day of award, tenderer will be disqualified)**
- T2.1.C: Certificate of Good Standing with Workman Compensation Commissioner (COIDA/FEM). **(Registration will be verified online and if not valid on day of award, tenderer will be disqualified).**
- T2.1.D: Technical Qualifications
- T2.1.E: Completed Projects
- T2.1.F: Current Projects

T2.2 List of returnable schedules

The tenderer is required to fully complete and/or submit the following documents with the tender.

2. Returnable schedules that will be used to determine responsiveness:

- T2.2.A: Record of Addenda to Tender Documents
- T2.2.B: Compulsory Questionnaire
- T2.2.C: Resolution for signatory
- T2.2.D: Schedule of Proposed Sub-Contractors.
- T2.2.F: Additional Particulars Concerning Tenders.
- T2.2.G: Preference schedule: Specific goals
- SBD 1: Invitation to bid
- SBD 2: Valid Tax Compliance Status Pin. (Validity will be verified online- during supply chain management processes)
- SBD 4: Declaration of Interest.
- SBD 6.1: Preference Point Claim Form in terms of the preferential procurement regulations 2022.
- SBD 6.2: Declaration certificate and annexure C for local production and content for designated sectors.
- SBD 8: Declaration of Bidders Past Supply Chain Management Practices.
- SBD 9: Certificate of Independent Bid Determination.
- C1.1 Form of Offer and Acceptance **(must be completed per cluster - Failure to complete and sign will result into disqualification.)**

3. Returnable schedules that will be incorporated into the contract:

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.1 Pricing Assumptions
- C2.2 Bill of Quantities**(must be completed in full, i.e. rates for all items must be provided- Failure to complete will result into disqualification)**
- C3 Scope of work
- C4 Site information

T2.1. A: Central Supplier Database (CSD) Registration Report.

If not registered on day of award, tenderer will be disqualified

T2.1. B: Copy of CIDB print-out

Tenderer to attach CIDB print-out. Registration will be verified on line and if not valid on day of award, tenderer will be disqualified).

T2.1. C: Certificate of Good Standing with Workman's Compensation Commissioner. (CIDA)

Tenderer to attach Certificate of Good Standing with Workman's Compensation Commissioner. Validity of certificate will be verified online.

T2.1. D - Technical qualifications

The bidder to complete the table below and submit the following key person CV's and qualifications

- CV's Contract manager with 3 years built environment qualification (Building, Quantity Surveying or Civil Engineering) with at least 3 year's relevant experience
- OHS officer registered with SACPCMP
- Foreman at least with 5 year's relevant experience

Provide details of key personnel below

Name and Surname	Position	Qualification	CV attached	Certified certificate attached	No. of years of relevant experience
	Contract Manager				
	OHS Officer				
	Foreman				

Signed on behalf of the Tenderer		Date	
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T2.1. E – Completed Projects

The bidder to complete the table below and submit at least three completion certificates (Practical/Final Completion Certificates)

Provide details of completed projects

Name of Project	Client	Client Contact Person & Contact No.

Tenderer's signature		Date	
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T2.1. F – Current Projects

The bidder to complete the table below and list of all construction projects that are currently in progress

Provide details of current projects

Name of Project	Value of project (R)	Date of site handover	Progress (%)	Client	Client Contact Person & Contact No.

Tenderer's signature		Date	
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T2.2. A - Record of Addenda to tender documents

We confirm that the following communications received from The Mvula Trust before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: Addenda to be attached with tender documents is compulsory.

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Name

Enterprise name

Date

Position

T2.2. B - Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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

- authorizes The Mvula Trust to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Date

Signed

Name

Position

Enterprise
name

T2.2.C: RESOLUTION FOR SIGNATORY

Project title:	CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE
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A: CERTIFICATE OF AUTHORITY FOR SIGNATORY (COMPULSORY FOR COMPLETION)

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

An example is given below:

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

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

sign all documents in connection with the tender for Contract No. **Tender NO.: TMT-DBE-22/23-SAFE3-KZNCL15**
and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2. D: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. Contractor is required not to subcontract more than 25% of the work and the contractor has to attach subcontractor CSD & CK documents.			
	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
6.			

Signed

Name

Enterprise name

Date

Position

T2.2. F: ADDITIONAL PARTICULARS CONCERNING TENDERERS

Project title:	CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE
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SURETIES AS SECURITY (OPTIONAL FOR THOSE THAT CHOOSE TO PROVIDE CONSTRUCTION GUARANTEE AS SECURITY)

Since I/we propose to furnish one sureties as security, the following particulars are provided:

1.1 Name of surety:

.....

.....

Address of surety:

.....

.....

Bank of surety:

.....

Branch:

.....

T2.2. G: Preference schedule: Specific Goal

Tenderer to attach full CSD report, CIPC Documents and Medical certificate to confirm disability (if applicable).

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MVULA TRUST											
BID NUMBER:		TMT-DBE-22/23-SAFE3-KZNCL15		CLOSING DATE:		19 May 2023		CLOSING TIME:		12:00	
DESCRIPTION		CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWA-ZULU NATAL PROVINCE									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)											
07 Pearce Crescent											
The Park, Unit F1											
Empangeni											
3880											
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO						TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON						CONTACT PERSON					
TELEPHONE NUMBER						TELEPHONE NUMBER					
FACSIMILE NUMBER						FACSIMILE NUMBER					
E-MAIL ADDRESS						E-MAIL ADDRESS					
SUPPLIER INFORMATION											
NAME OF BIDDER											
POSTAL ADDRESS											
STREET ADDRESS											
TELEPHONE NUMBER		CODE				NUMBER					
CELLPHONE NUMBER											
FACSIMILE NUMBER		CODE				NUMBER					
E-MAIL ADDRESS											
VAT REGISTRATION NUMBER											
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:				OR		CENTRAL SUPPLIER DATABASE No:		MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] ☐ Yes ☐ No				B-BBEE STATUS LEVEL SWORN AFFIDAVIT				[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]											
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]				ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?				☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS											
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?										☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?										☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?										☐ YES ☐ NO	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

SBD2: TAX COMPLIANCE STATUS AND PIN REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- Tenderer to attach tax compliance status and pin number document. Validity will be verified on- line during supply chain management processes.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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	
$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$	

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People		5		
Youth		5		
Women		7		
Person with Disability		3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:
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)].

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel products and components	100%
PVC pipes and components	100%
Valves	100%

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

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

5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/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
- (ii) the declaration templates have been audited and certified to be correct.

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)

Tender No.

Tender description:

(C3)	Designated product(s)

Tender Authority:

(C5) **Tendering Entity name:**

Tender Exchange Rate:

(C7) Specified local content %

Pula

EU

GBP

GBP

Note: VAT to be excluded from all calculations

[illegible]

Signature of tenderer from Annex B

Date: _____

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

Summary

[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with
Annex C - C 21**

Summary

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

Summary

[illegible]

(D45) Total imported value by 3rd party	R 0
---	-----

Calculation of foreign payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

**This total must correspond with
Annex C - C 23**

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

Tender No:	TMT-DBE-22/23-SAFE3-KZNCL15
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OFFER

The Implementing Agent, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE.**

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:

.....

 (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.

The offered amount should be VAT inclusive. If the contractor is not VAT registered, given the contract value the Contractor will be legally obligated and required to immediately register for VAT and charge Vat IF awarded the tender.

SIGNED FOR THE TENDERER:

SIGNED FOR THE TENDERER:			
Signatures (s)			Date
Name(s)			
Capacity			
For the tenderer			
	(Name and address of Tenderer)		

WITNESSED BY:

Name of Witness	Signature	Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 : Pricing data

Part C3 : Scope of work

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

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

The tenderer shall within 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

Name of Organisation:	THE MVULA TRUST
Address of Organisation	THE MVULA TRUST. Unit F1 The Park 07 Pearce Crescent Empangeni 3880

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the 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.

C1.2 SCHEDULE

C1.2: SCHEDULE:

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003:)

The JBCC Principal Building Agreement makes several references to the Schedule for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Schedule shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

Project title:	CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE.
Tender No:	TMT-DBE-22/23-SAFE3-KZNCL15

	CONTRACT VARIABLES THE SCHEDULE
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42.0	Part 1: Contract Data completed by the Employer
------	---

42.1	CONTRACTING AND OTHER PARTIES
42.1.1	Employer: THE MVULA TRUST Postal address: P.O. Box 32351, Braamfontein, 2017 Tel: 015 291 2405 Email: admin@themvulatrust.org.za
[1.2]	Physical address: Unit F1, The Park, 07 Pearce Crescent, Empangeni, 3880

[41.0]	Applicable on the basis of the Law of Agency, since The Mvula Trust is implementing the projects on behalf of the Department Basic of Education, which is an Organ of State.
42.2	<u>PRE-TENDER INFORMATION</u>
	42.1. CONTRACTING AND OTHER PARTIES 42.1.1. Employer <u>Refer to Clause 42.1.1. [1.2] above</u> Postal address _____ _____ Code _____ Tel: _____ Fax: _____ E-mail: _____

Tax / VAT registration No

4 6 4 0 1 5 4 2 9 2

[1.2] Physical address

Refer to Clause 42.1.1. [1.2] above

42.1.2. Principal Agent Paradox Young and Associates. 2 Roseveare Road, Scottsville, Pietermaritzburg, 3201

[5.1]

Postal address

N/A

Code 3201

Tel: 033 346 1534

Fax: N/A

E-mail: blessing@paradoxyoung.co.za

42.1.3. Agent (1)

[5.2]

Agent's services

Postal address

Not Applicable

Code

Tel:

Fax:

E-mail:

42.1.4. Agent (2)

[5.2]

Agent's services

Postal address

Not Applicable

Code

Tel:

Fax:

E-mail:

42.1.5. Agent (3)

[5.2]

Agent's services

Postal address

Not Applicable

Code

Tel:

Fax:

E-mail:

42.1.6. Agent (4)
[5.2]

Agent's services

Postal address

Code

Tel: Fax: E-mail:

42.1.7. Agent (5)
[5.2]

Agent's services

Postal address

Code

Tel: Fax: E-mail:

42.1.8. Agent (6)
[5.2]

Agent's services

Postal address

Code

Tel: Fax: E-mail:

42.1.9. Agent (7)
[5.2]

Agent's services

Postal address

Code

Tel: Fax: E-mail:

42.2. CONTRACT DETAILS

42.2.1. Works description

Refer to Part C3 [C3.1]
Scope of Works

42.2.2. Site description

SCHOOL NAME	Mkatshana Junior Secondary School
EMIS NO.:	500426795
DISTRICT	Harry Gwala District

42.2.3.

42.2.4. Work or Installations
[22.2] by **direct contractors**

Not Applicable

42.2.4 Specific options that are applicable to a **State** organ

[41.0] Where

[31.11.2#] (1) Interest rate

[11.2#] (2) Lateral support insurance to be effected by the **Contractor**

(yes/no)

Yes

[31.4.2#] (3) Payment will be made for **materials and goods**

(yes/ no)

Yes

[40.2.2#] (4) Dispute resolution by **litigation**

(yes/ no)

No

[26.1.2#] (5) Extended **defects** liability period applicable to the following elements:

Not Applicable

42.2.5 Possession of the **site** is to be given on
[15.2.1#]

(date)

42.2.6 Period for the commencement of the **works** after
[15.3] the **contractor** takes possession of the **site**

(working days)

5

42.2.7 For the **works** as whole:

[24.3.1] The date for **practical completion**
[30.1] and the **penalty** per **calendar day**

Date

Penalty amount

or

42.2.8 For the **works** in **sections**:

[24.3.1] The date for **practical completion**
[28.1] and the **penalty** per **calendar day**

Date

Penalty amount

Section 1

Section 2

Section 3

Section 4

Section 5

Section 6

42.2.9 The **law** applicable to this **agreement** shall be that of
[1.2] (country)

Republic of South Africa

42.3. INSURANCES

42.3.1. Contract works insurance to be effected by
[10.1#, 10.2#, 12.1#]

(Employer/Contractor)

Contractor

For the sum of (amount)

Contract sum plus 10%

With a deductible of (amount)

42.3.2. Supplementary insurance is required
[10.1#, 10.2 #, 12.1#]
(Where 'yes' state requirement)

(yes/no)

Yes

42.3.3. Public liability insurance to be effected by
[11.1#,12.1#]

(Employer/Contractor)

Contractor

For the sum of (amount)

R 5 000 000,00

With a deductible of (amount)

42.3.4. Support insurance to be effected by the **employer**

Not Applicable

42.4 DOCUMENTS

42.4.1 Waiver of the **contractor's** lien or right of continuing possession is required
[3.3, 15.1.3, 31.16.2#]

(yes/no)

Yes

42.4.2 Construction document copies to be supplied
[3.7] to the **contractor** free of charge

(N° of)

3

42.4.3 **Bills of quantities/Lump sum document** schedule of rates drawn up in accordance with

(State measuring system: (Standard System of Measuring Building Works)

42.4.4. On acceptance of the tender the **bills of quantities/lump sum document**
[15.1.1] is to be submitted within **working days**

(Nº of)

42.4.5. **JBCC Engineering General Conditions** are to be included
[3.4] **in the contract documents**

(yes/no)

42.4.6. The **contract value** is to be adjusted using **CPAP** indices
[31.5.3]

(yes/no)

[32.13] Where **CPAP** is to be used

(base month)

Alternative Indices (if applicable)

42.4.7. Details of changes made to the provisions of **JBCC** standard documentation

[3.10] [An addendum referenced to this clause is to be attached should the space provided be insufficient]

42.2.4 [41.0]	Specific options that are applicable to a State Organ only Where so:
[31.11.2 #]	1) Interest rate legislation: (a) in respect of interest owed by the employer , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
[11.2.#]	2) Lateral support insurance to be effected by the contractor : Yes ☐ No ☒
[31.4.2 #]	3) Payment will be made for materials and goods: Yes ☒ No ☐
[40.2.2.#]	4) Dispute resolution by Arbitration Yes ☒ No ☐
[26.1.2 #]	5) Extended defects liability period applicable to the following elements: None
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Five (5) working days.
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be 18 weeks from the commencement date and the penalty per calendar day shall be: 7,5 cents per R100.00 of the CONTRACT SUM per calendar day, to a maximum amount of 10% of the CONTRACT SUM.
42.2.9 [1.2]	

42.3	INSURANCES
42.3.1	Contract works insurance to be effected by the contractor
42.3.2	Supplementary insurance is required: Yes No ☒
42.3.3 [11.1.#, 12.1 #]	Public liability insurance to be effected by the contractor ☒ For the sum of R 5 million With a deductible not exceeding 5% of each and every claim

42.4	DOCUMENTS
42.4.3	Bills of quantities drawn up in accordance with: ASAQS Standard System of Measuring Building Works
42.4.5 [3.4]	JBCC Preliminaries (May 2005) JBCC Principal Building Agreement (March 2005) are to be included in the contract documents for use with the JBCC Nominated/selected Subcontract Agreement .

42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes No ☒ Alternative Indices: Not Applicable
42.4.7 [3.10]	Details of changes made to the provisions of JBCC standard documentation Clause 1.1

	COMMENCEMENT DATE – means the date of issue of the Letter of Acceptance or any such other date as may be specified in the Letter of Acceptance, whichever is the later, provided always that any such other date so specified shall not be more than Fourteen (14) calendar days after the date of the Letter of Appointment. CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule. CONSTRUCTION PERIOD – “as captured in the Contract under State Provisions”. CORRUPT PRACTICE – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition. INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular: (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expenses or loss. 3.2.1 A construction guarantee in terms of 14.0, where so elected in his/her tender. 3.7 Add at the end thereof: The contractor shall supply and keep a copy of the JBCC applicable to this contract on site, to which the employer, principal agent and agents shall have access to at all times. 3.10 Replace the second reference to “principal agent” with the word “employer” 5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents. Damage to the works a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6
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- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

	The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract 10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so 10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole 14.0 Replace the entire clause 14.0 with the following: 14.0 SECURITY 14.1 The security to be submitted by the contractor to the employer will be as a payment reduction of up to ten per cent (10%) of the value certified in the payment certificate (excluding VAT) 14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor 14.2 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.2.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B) 14.2.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of commencement date 15.2.1 Under 41: Amend to read as follows: "Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4 31.8(A) Where a security is selected in terms of 14.1; the value of the works in terms of 31.4.1 and of the materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion 31.8. (A).2 Ninety-seven per cent (97.5%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion
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	31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6 31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate. 33.2.9 the contractor's failure or neglect to commence with the works on the dates prescribed in the contract 33.2.10 the contractor's failure or neglect to proceed with the works in terms of the contract 33.2.11 the contractor's failure or neglect for any reason to complete the works in accordance with the contract 33.2.12 the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract 33.2.13 the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 34.13 Replace "seven (7) calendar days" with "twenty-one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due" 36.3 Remove reference to "No clause", and replace "principal agent" with "employer" 36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the employer or the contractor; or for any reason and whatsoever, the contractor shall on written instruction, discontinue with the (38.7) works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever" 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4 39.3.5 Add the following words at the end thereof: " within one hundred and twenty (120) working days of completion of such report" 40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years" 40.6 under clause 41 – Remove reference to no clause 40.7.1 Change "(10)" to "(15)" Add the following to the end thereof: Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.

42.0	Part 2: Contract Data provided by the Contractor:
	POST-TENDER INFORMATION
42.5	CONTRACT DETAILS
42.5.1	Contractor: Postal address: Tel: Fax: E-mail: TAX / VAT Registration No: Physical address:
42.5.2	The accepted contract sum/s inclusive of value added tax is: Tender No.: TMT-DBE-22/23-SAFE3-KZNCL15: R..... (Figures) (Words)
42.5.7 [14]	The security to be provided by the contractor: (a) in respect of contracts above R1 million, the contractor will provide security in terms of 14.1 (1) The security to be submitted by the contractor to the employer will be a construction Guarantee of 12.5% of the contract value OR Yes ☐ (2) Payment reduction of 10% of the value certified in the payment certificate Yes ☐ (excluding VAT)

42.7	SIGNATURES OF THE CONTRACTING PARTIES
	Thus done and signed at _____ on _____ _____ Name of signatory by signature hereof warrants _____ Capacity of signatory _____ for and behalf of the Employer who authorization hereto _____ as Witness Thus done and signed at _____ on _____ _____ Name of signatory who by signature hereof warrants authorization hereto _____ Capacity of signatory _____ for and behalf of the Contractor _____ as Witness

C1.3 Form of Guarantee

C 1.3: FIXED CONSTRUCTION GUARANTEE - JBCC Series 2000 Principal Building Agreement (Edition 4.1 March 2005)

Project title:	CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE.
Tender No:	TMT-DBE-22/23-SAFE3-KZNCL15

- With reference to the contract between _____
 _____ (hereinafter referred to as the "**contractor**") and The Mvula Trust (hereinafter referred to as the **employer**"). Tender No: **TMT-DBE-22/23-SAFE3-KZNCL15** for the **CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE**. (Herein after referred to as the "contract") in the amount of
 R _____,
 _____ (in words), (hereinafter referred to as the **contract sum**.)
 I/We, _____
 in my/our capacity as _____ and hereby
 representing _____ (hereinafter referred to as the **guarantor**") advise that the **guarantor** hold at the **employer's** disposal the sum of
 R _____,
 _____, (in words)
 being **12.5%** of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia, non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
- The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. This undertaking is neither negotiable nor transferable, and
- a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - b) shall lapse on the date of the last **certificate of practical completion**; and
 - c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESS

1. _____

2. _____

By and on behalf of _____

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

Part C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the latest edition of Standard System of Measuring Building Work published and issued by the Association of South African Quantity Surveyors and, where applicable, the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
 - b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement Edition 4.1 (March 2005), prepared by the Joint Building Contracts Committee. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on JBCC Preliminaries (May 2005).
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
8. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
10. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and

- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

13. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

- a) 10 percent is Fixed;
- b) 15 percent is Value Related
- c) 75 percent is Time Related.

14. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

C2.2: BILL OF QUANTITIES

The priced Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

It is compulsory for the Tenderer to complete the Bill of Quantities in full. Failure to complete the Bill of Quantities in full be disqualified.

Part C3: SCOPE OF WORK

C3.1: SCOPE OF WORK

Project title:	CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE.
Tender No:	TMT-DBE-22/23-SAFE3-KZNCL15

The Works comprise the construction of sanitation facilities at the following schools:

1. SANITATION

- i. Additional new site works:
 - Construction of Storm water control infrastructure
 - Landscaping
 - Tree felling and treatment
 - Mounted Plastic SHE Bins - Heavy Duty
 - Mounted Soap Dispenser – Heavy Duty
 - Galvanised manhole cover lock
 - Epoxy Floor pain
 - Kerbing walkways
 - Access road for Desludging truck
 - Desludging pits

CS1 General Statement and Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 84, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

NB: EACH SCHOOL TO HAVE ITS OWN SAFETY FILE. The cost of such preparation and maintenance shall be deemed included in the tender.

C3.3: CONTRACTORS REPORT

PART: 1

CONTRACTOR MONTHLY REPORT

Project No: Project Name.....

Contract No:

Contractor Name:

Claim No: For Period Ending:

Date of Report:

The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e.

“NO REPORT – NO PAYMENT”.

Attachments:

- Part 2 Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project
- Part 3 Weekly Task Wage Register
- Part 4 Local Labour Schedule

OVERALL PROJECT WORKER SCHEDULE (local labourers only) Contract No: PART 2

Project No.

Project Name:

Month of Report:

Sheet: of

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes										Place a tick in the box which corresponds to the Gender and Age of the Worker				Total No. of workers Employed on the Project	
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Women		Men				
														Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D			
Totals for this sheet																				Total No. of workers Employed on the Project
Totals from previous sheet																				
Totals carried forward																				

(A)
(B)
(C)
(D)
(E)
(F)
(G)
(H)
(I)
(J)
(K)
(L)
(M)
(N) = (J+K+L)

Completed by: Name: Signature..... Capacity Date.....

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No:

Date of Report:

Project No:

Project Name:

Claim No:

For Period Ending:

Contractor Name:

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked	Total Amount Paid
		(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
Total			R

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R

3. Local Labour Schedule

Summary of Local Labour Employed		No. of local workers who worked on the project to date (From Part 2)	% of Total
Columns refer to Columns in Part 2			
1. Total No. of individual local workers who have worked on the Project (Column N)			100%
10. How many of the Total No. are local youth (35 yrs and under) (Column B & D)			
11. How many of the Total No. are local women (Column A + B)			

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date
1. Material from Local Municipality		
2. Material from Local District Municipality		

3. Material from Outside Kwa-ZULU NATAL PROVINCE		
4. Material from other areas within Kwa-Zulu NATAL PROVINCE		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

5. Training of Local Workers

Category of training	Name of course	No. trained	Days trained	Comments on progress
(a) Technical training for implementation	Bricklaying			
	Carpentry			
	Plumbing			
	Fencing			
	Plastering			
	Painting			
	House Building			
	Handyman			
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				
(d) Institutional training for implementation				
(e) HIV/ Aids etc.				
Other – Please specify				
Total				

Completed by:

Name

Signature

Capacity

Date

C3.4: SCHEDULE OF CERTIFICATES OF COMPLIANCE REQUIRED

- Soil Poisoning C.o.C
- Paint C.o.C
- Plumbing C.o.C
- Compaction results
- Cube testing results
- Health and Safety File
- Labour File

Part C4: SITE INFORMATION

C.4.1: SITE INFORMATION

Project Title:	CONSTRUCTION OF OMITTED SCOPE FOR SANITATION INFRASTRUCTURE AT SCHOOLS IN KWAZULU NATAL PROVINCE.
Tender No.:	TMT-DBE-22/23-SAFE3-KZNCL15

1. GENERAL

GPS POSITIONS

GPS readings of the respective schools are as follows: **TENDER NO.: TMT-DBE-22/23-SAFE3-KZNCL15**

EMIS NO.	SCHOOL NAME	LOCATION	LATITUDE	LONGITUDE
500426795	Mkatshana Junior Secondary School	Harry Gwala District	S 30° 08' 56.40"	E 29° 51' 00.72"

C4.2: DRAWINGS

LIST OF DRAWINGS

DESCRIPTION
Site development plans
Structural detail drawings