



REQUEST FOR QUOTATION

Form No: MH-RFQ-1
Version No: 01/2021
EffectiveDate:01/06/2021

**You are hereby invited to submit a Quotation for the following requirements of
MSINSI HOLDINGS (SOC) LTD**

Advert Date:	20 October 2022	
RFQ Ref Number:	MSI/025/2023	
Description Of Goods/Services:	OCCUPATIONAL HYGIENE SERVICE PROVIDER TO CONDUCT SURVEY FOR MSINSI SITES, TO CONDUCT A SURVEY ON ASBESTOS AND ERGONOMICS TO DETERMINE THE LEVEL OF COMPLIANCE WHERE NON-COMPLIANCE IS DETECTED TO RECOMMEND CORRECTIVE ACTION	
Closing/Due Date:	26 October 2022	Time: 4 PM
Compulsory Briefing / Clarification meeting:	N/A	
SCM Procedure Enquiries may be directed to:	Name: Fundile Zondi Tel No: 031 765 7724 Email Address: fundile.zondi@msinsi.co.za	
Submissions:	Sealed quotations clearly marked, “ OCCUPATIONAL HYGIENE SERVICE PROVIDER TO CONDUCT SURVEY FOR MSINSI SITES, TO CONDUCT A SURVEY ON ASBESTOS AND ERGONOMICS TO DETERMINE THE LEVEL OF COMPLIANCE WHERE NON-COMPLIANCE IS DETECTED TO RECOMMEND CORRECTIVE ACTION ” Supply Chain Management Section Msinsi Holdings (SOC) Ltd (HEAD OFFICE) Unit 1 and 2 Block A, 18 Old Main Road, Hillcrest 3610 OR By email to: fundile.zondi@msinsi.co.za or procurement@msinsi.co.za NB: use <u>Quote Number and Description</u> as email subject	
Technical Enquiries:	Contact Person: Sibusiso Mbuyisa Email: sibusiso.mbuyisa@msinsi.co.za Tel: 031 765 7724	

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This RFQ is subject to the general conditions of the RFQ, National Treasury's general conditions of contract (GCC) and, if applicable, any other special conditions of contract (SCC).

Information about the Tenderer

Name of tenderer	
Registration number	
VAT registration number	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	
CSD Supplier number	
CSD Unique Registration Reference Number	
Contact person's name	

I certify that the information furnished on this form is true and correct. I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of tenderer (duly authorised)

Signature of tenderer

Signature of tenderer

Date

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

1. Any alteration made by the tenderer must be initialled.
2. Use of correcting fluid is prohibited.
3. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
4. Companies must be registered on the National Treasury's Central Suppliers Database.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this quotation. To qualify for preference points suppliers are required to submit certified copies of valid B-BBEE status Level Verification Certificates to substantiate their B-BBEE rating claims. Refer to SBD 6.1 form.
6. Suppliers must complete the attached **SBD 1**-Tax Compliance Certificate, **SBD 4** - Declaration of interest form, the **SBD 6.2** - Declaration of Local Production and Content and Annexure **C**. Failure to complete these documents may result in the quotation being invalidated.
7. Quotations must be in accordance and comply with the specifications/scope of work provided, unless otherwise stipulated.
8. The successful supplier may be required to fill in and sign a written Contract Form (If applicable).
9. This document may contain confidential information that is the property of Msinsi Holdings.
10. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from Msinsi Holdings and the Tenderer.
11. All Copyright and Intellectual Property herein vests with Msinsi Holdings and its Tenderer.
12. Quotations must be submitted by email procurement@msinsi.co.za or be deposited in tender box situated as indicated on the quotation request form marked appropriated as directed. (*The applicable submission method is reflected on the cover page*). Suppliers should ensure that quotations are delivered before closing time and to the correct address.
13. It is the responsibility of the bidder to ensure that its response reaches Msinsi Holdings on or before the closing date and time of the RFQ.
14. Msinsi will not be responsible for late documents delivered via courier service or email delays for all emails not on the inbox by closing date and time. Only the read receipt with no qualifications, thereafter, will be evidence of an email sent and opened timely. Bidders delivery notifications will not be accepted as evidence for electronic timely submissions.
15. Late and incomplete submissions will not be accepted.
16. Quotation must be valid for a period of 90 days from date of closing.
17. Tenderers are required to submit a valid Tax clearance verification PIN.
18. The quotation will firstly be evaluated on eligibility, which includes compliance to the scope of work. If found to be eligible, it will be further evaluated on functionality and lastly, it will be evaluated according to the PPPFA 80/20 Price & BBEE preference point system & associated regulations.
19. Msinsi reserves the right not to accept any proposal, accept part of the proposal or to withdraw the call for quotations.
20. **The quotation should be inclusive of all costs associated with the delivery of this service and should include VAT.**
21. **The payment term is within 30 days from date of receipt of invoice. No upfront payment requests will be entertained.**

22. No services must be rendered or goods delivered before an official Msinsi Holdings Purchase Order form has been received.

The Tenderer accepts the above terms, conditions, and Msinsi Holdings' Standard Conditions of Tender*.	Accept	Do not accept

CONDITIONS OF QUOTE

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Msinsi Holdings on the terms and conditions. In accordance with the specifications stipulated in the quotation documents (and which shall be taken as part of and be incorporated into this quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by Msinsi Holdings during the validity period indicated and calculated from the closing time of the quote;
 - (b) this quote and its acceptance shall be subject to the Public Finance Management Act, 1999, Msinsi Holdings' Supply Chain Management Policy and Procedures, the General and Special Conditions of Contract as may be applicable, with which I/we am fully acquainted;
 - (c) if I/we withdraw my quote within the period for which I/we have agreed that the quote shall remain open for acceptance, or fail to fulfil the contract when called upon to do so. Msinsi Holdings may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between Msinsi Holdings and I/us. I/we will then pay to Msinsi Holdings any additional expenses incurred for having either to accept any less favourable quote or, if fresh quote have to be invited, the additional expenditure incurred by the invitation of fresh quotes and by the subsequent acceptance of any less favourable quotes. Msinsi Holdings shall reserve the right to recover such additional expenditure by set-off against monies which may be due to me under this, or any other tender or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss Msinsi Holdings may sustain by reason of my default;
 - (d) if my quote is accepted, the acceptance may be communicated to me by electronic mail, to the email address supplied in my quotation document;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quote and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my quote: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quote or any related quotations by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The tenderer will furnish documentary proof regarding any tendering issue to the satisfaction of the Msinsi Holdings, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then Msinsi Holdings, in addition to any remedies it may have, may: -
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by Msinsi Holdings as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which Msinsi Holdings may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS _____ DAY OF _____ 20 _____ AT _____

**SIGNATURE OF TENDERER OR DULY
AUTHORISED REPRESENTATIVE**

FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (TENDERER'S NAME) _____

CAPACITY OF SIGNATORY _____

NAME OF CONTACT PERSON (IN BLOCK LETTERS) _____

POSTAL ADDRESS _____

POSTAL CODE _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR PHONE NUMBER: _____

E-MAIL ADDRESS: _____

INSTRUCTION TO TENDERERS – EVALUATION PROCESS

1. (a) ELIGIBILITY – COMPULSORY DOCUMENTS

Failure to submit the following documents will invalidate quotations submitted:

- SARS Tax Compliance Status Letter Pin
- Proof of registration on CSD. **Note:** proof must clearly indicate the bidders Master Registration Number (i.e. Supplier Number)
- Quotations to be submitted on a company letterhead and signed &/or stamped, unless a pricing schedule is provided below. In which case, it should be populated accordingly and signed or stamped. A detail price breakdown may be required, and where requested your compliance will be appreciated.
- Full company contact details
- Occupational Hygienist must be registered as members of the South African Institute of Occupational Hygienists (SAIOH) training records/certificates must be provided.

Note. Eligibility evaluation includes also compliance to scope of work

(b) Additional Information required:

- B-BBEE certificate / sworn affidavit
(No points will be allocated to bidders who fail to submit a certificate/affidavit)
- Vat number where applicable.
- Start-up companies should declare the status accordingly and furnish all relevant support documents.

2. FUNCTIONALITY

Company experience

The bidder must demonstrate the number of similar projects successfully completed. The bidder must provide proof of completion certificate signed/ stamped contactable reference letters/invoices in the clients letterhead of similar work done or relevant healthy surveys project completed.

Note: Failure to submit these will lead to no scoring on the functionality area

1 reference	15	Max points 50
2 references	25	
3 references	35	
4 references	45	
More than 4 references	50	

Note: The bidder must obtain 25 points out of 50 points to be considered for further evaluation on Price and BEE.

3. Preference Point System

All bidders that will achieve the minimum qualifying score (acceptable bids) will be evaluated further in terms of the preference point system as follows:

CRITERIA	POINTS
Price	80
BEE	20
TOTAL	100 points

SCOPE OF WORK/SPECIFICATIONS/ REQUIREMENTS:

BACKGROUND & or SCOPE OF WORK

BACKGROUND AND OBJECTIVES

This procurement relates to the Occupational Hygiene contractor to conduct surveys on 6 of Msinsi sites, to conduct a survey on Asbestos and Ergonomics to determine the level of compliance where non-compliance is detected to recommend corrective action. The Occupational Health & Hygiene surveys to be done as outlined by the Asbestos Abatement Regulations 2020 and Ergonomics Regulations 2019. This is to ensure that Msinsi conforms to the Regulations of the Occupational Health and Safety Act, 85 of 1993.

1. SCOPE OF WORK /TERMS OF REFERENCE

Msinsi requires an Occupational Hygiene contractor to conduct surveys on 6 of Msinsi sites, to conduct a survey on Asbestos and Ergonomics to determine the level of compliance where non-compliance is detected to recommend corrective action. The Occupational Health & Hygiene surveys to be done as outlined by the Asbestos Abatement Regulations 2020 and Ergonomics Regulations 2019. This is to ensure that Msinsi conforms to the Regulations of the Occupational Health and Safety Act, 85 of 1993.

The sites listed below are to be assessed:

- Msinsi Hazelmere Dam
- Msinsi Inanda Dam
- Msinsi Nagle Dam
- Msinsi Albert Falls Dam
- Msinsi Bon Accorde Resort
- Msinsi Head Office

The scope entails the following:

The service provider shall produce reports highlighting all non-compliance recorded in each specific survey (as listed in the Bill of Quantities).

Recommended corrective action which is risk based (using high, medium & low rating). The detailed report should be structured as follows:

List of definitions and abbreviations

Executive Summary

Purpose

Method

Work areas surveyed

Results non-conformances highlighted on maps for particular areas for easy identification

Recommendations

Additional information

Limitations

Reassessment of measured areas

Technical data:

Description of test environment and noise types

Description of measuring procedure
Equipment Specifications
Calibration certificate
Climatic conditions
Certification statement
Reproduction of reports
Attached items:
AIA approval certificate
Calibration certificates
SAIOH certificate (occupational hygienist registration)

USE OF REASONABLE SKILL AND CARE

The work shall be carried out by the competent, trained and registered Occupational Hygienist. Occupational Hygienist must be registered as members of the South African Institute of Occupational Hygienists (SAIOH)

Training records/certificates to be provided.

PROJECT LEADER DETAILS

Name : Sibusiso Mbuyisa
Merits : SHEQ Coordinator
Tel : 031 765 7224
E-mail : Sibusiso.Mbuyisa@msinsi.co.za
18 Old Main Road , Hillcrest , Durban

PROJECT SPECIFICATIONS

4.1. TECHNICAL SPECIFICATIONS

The contractor (occupational hygienist registration) to carry out the following:

All work is to be conducted as per the following specifications:

- Hazard Assessment
- Determining the Level of Risk
- Level of control over the risk
- Walkthrough Survey
- Exposure assessment
- Determine the level of exposure
- Implement controls
- Indicate any additional assessments on exposure

- Implement monitoring schedules
South African National Standard (SANS 10142-1)

WORK INSTRUCTION

5.1. General

Contractor to conduct Occupational Hygiene Surveys & Assessments & Provide report with findings (non-conformances & corrective action plan) as per the report format
The Occupational Hygienist must be registered with the SAIOH professional Body
Employees who wear defective personal protective are not permitted to work on site
Untrained employees will not be permitted to work on site
Should any of the employers sites that form part of the contract, change ownership during the duration of the contract, the site will be omitted from the contract
Contractor to comply with Msinsi site- specific Safety, Health Environment & Quality procedures

5.2. Site Assistance

The work will be under the supervision of Msinsi Project Leader. The Project Leader shall have power to give instructions for the removal and/or re-execution of any work not in accordance with the contract.

5.3. Inspection of site

It shall be a condition of this contract that in submitting a quote, the Contractor will be deemed to have visited the site and to have considered all factors relating thereto which could influence his quote and no claims for additional payment on the grounds of insufficient and or inaccurate information will be entertained. Any additional work deemed necessary and not included within the scope may be agreed upon during the site inspection and will be included as an addendum to the scope of work of this document

5.4. Training

A high class of workmanship is expected in the execution of this work. The Contractor shall therefore nominate the "responsible person" who shall be responsible for the contract, and who shall ensure that only fully qualified/competent occupational hygienist shall be employed in the execution of this contract.

5.5. Setting Out

The Contractor shall set out the works in relation to original points, lines and levels of reference given by the Project Leader in writing, provide all necessary instruments, appliances, and labour for such purposes.

If, at any time during the execution of the works, any error appears in the positions, levels, dimensions or alignment of the works, the Contractor shall rectify the error.

The Contractor shall bear the cost of rectifying the error, unless the error results from incorrect information supplied in writing by the Project Leader or from default by another contractor, in which case the cost together with profit shall be borne by Msinsi.

The checking of any setting-out by the Project Leader shall not relieve the Contractor of his responsibility for the accuracy thereof.

5.6. Alteration to Programme

No material alteration to the Programme shall be made without the approval of the Project Leader.

5.7. Revision of Programme

If the progress of the works does not conform to the Programme, the project Leader may instruct the Contractor to revise the Programme. If such modifications are required for reasons for which the Contractor is not responsible, the cost of preparing the revised Programme shall be certified by the Project and added to the Contract Price.

5.8. Clearance of Site

The Contractor shall from time to time during the progress of the works clear away and remove all surplus materials and rubbish. On completion of the works the Contractor shall remove all Contractors' Equipment and leave the whole of the site and the works clean and in a workmanlike condition, to the satisfaction of the Project Leader.

5.9. Manner of Execution

All Plant to be supplied shall be manufactured and all work to be done shall be executed in the manner set out in the Contract.

Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and competent manner in accordance with recognised good practice.

5.10. Covering up Work

The Contractor shall give the Project Leader full opportunity to examine, measure and test any work on site which is about to be covered up or put out of view.

The Contractor shall give due notice to the Project Leader whenever such work is ready for examination, measurement or testing.

The Project Leader shall then, unless he notifies the Contractor that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.

6. SHEQ

Security

The Contractor shall ensure that all tools and materials are kept under lock and key.

Msinsi is not responsible for the loss of the Contractor's equipment as a result of any cause whatsoever. Msinsi reserves the right for security guards to search persons or vehicles entering or leaving the premises.

Permits

The Contractor shall not perform work for which the issuing of a permit is required prior to the obtaining of a duly completed and approved permit. The following are included as hazardous tasks and may not be carried out by the Contractor unless a work permit has been duly authorized by Msinsi:

- Cutting or welding in any risk area.
- Working at a height of more than two meters.
- Working with hazardous substances (e.g. toxic chemicals and flammable liquids).
- Working inside confined spaces (e.g. vessels, chambers and pipelines).
- Working in electrical lockouts installations.
- Breaking in any live water main.

Housekeeping

After the completion of each day work the Contractor must make good and clean up the site area where work was performed, and also at the completion of the contract.

Sites must be kept reasonable tidy during work operations.

Alcohol or Intoxicating Substances

The Contractor shall ensure that no alcohol or intoxicating substances are on their possession while on site. Anyone suspected to be intoxicated or under influence of alcohol shall not be allowed on site.

Safety

Msinsi has a strict attitude when it comes to personal safety of all on site.

Unsafe activities, equipment and procedures shall not be tolerated. It should be noted that if this work requires people to work in elevated positions and confined areas, compliance to the OHS Act is mandatory.

Safety Induction

The qualifying contractor to make sure that all staff who will be working on this project must be Safety Inducted before the commencement of any work. This will include all sub- contractors' staff.

Safety Clothing and Equipment

The Contractor shall supply all the Msinsi specified safety clothing and equipment for his workmen on site. The Contractor's workmen on site shall wear hard hats, safety glasses, safety shoes and overalls.

Accidents

In addition to any statutory obligations, the Contractor shall immediately report to the Project Manager every occurrence causing damage to property or injury to persons.

If required by Msinsi, the Contractor shall submit a further report in writing to Msinsi within 48 hours of such requirement setting out full details of the occurrence.

The Contractor shall report those injuries that are reportable in terms of Section 24 of the OHS Act (1993) to the Department of Labour. Msinsi shall have the right to make any queries either on the Site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to Msinsi the necessary facilities for carrying out such enquiries.

Safety Precautions

The Contractor shall observe all applicable regulations regarding safety on the Site. Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until taking over provide:

- a) fencing, lighting, guarding and watching of the Works, and
- b) temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of owners and occupiers of adjacent property, the public and others.

SITE INFORMATION

Site Data

The Tender shall be deemed to have been based on such data on climatic, hydrological and general conditions on the Site and for the operation of the Works as Msinsi or the Project Leader has made available to the Contractor for the purposes of the Tender. The Contractor shall be responsible for his own interpretation of such data.

Authority for Access

No persons other than the employees of the Contractor and his Subcontractors shall be allowed on the Site except with the consent of the Project Leader. Facilities to inspect the Works shall at all times be afforded by the Contractor to the Project Leader and his representatives, Msinsi's representatives, authorities and officials.

Information for Import Permits and Licences

The Contractor shall submit to Msinsi in good time such details of all Plant and Contractor's Equipment as will enable Msinsi to obtain all necessary import permits or licences.

Access to and Possession of the site

Msinsi shall in reasonable time grant the Contractor access to and possession of the Site, which may, however, not be exclusive to the Contractor. Msinsi shall to the extent stated in the Specification provide means of access for the delivery of all Contractor's Equipment to the Site.

Consents and Wayleaves

Msinsi shall in due time obtain or grant all consents including permits to-work, wayleaves and approvals required for the Works.

Site Co-ordinates

The contractor shall note that work permits shall be obtained at Msinsi relevant sites

AREAS OF OPERATION		
Name of Worksite	Location/GPS Coordinates	Municipality
Albert Falls Dam Reserve	29°4500 S, 30°4000 E	Msunduzi Municipality
Bon Accorde Resort	29°.4344 S, 30°4269 E	Msunduzi Municipality
Hazelmere Dam Reserve	29°.6003 S, 31°0417 E	eThekwini Municipality
Inanda Dam Reserve	29°7003 S, 30°8669E	eThekwini Municipality
Nagle Dam Reserve	29°5836 S, 30°6169 E	Msunduzi Municipality
Msinsi Head Office - Hillcrest	18 Old Main Road, Hillcrest	eThekwini Municipality

8. GENERAL

Contractor to work to Msinsi's terms and conditions only. Consultant's terms and conditions are not to be submitted as this may result in the contractors tender being null and void.

Work must be done during normal working hours only.

All Contractor staff and vehicles brought onto our site may and can be subject to a search when entering and when leaving our site.

If any specific regulations apply to this type of equipment and installation the onus is on the Contractor to provide details of this with their quote

Workers to be under supervision at all times and Msinsi's facilities such as phones, canteens and offices are out of bounds. Contractor to ensure their employees do not loiter around the site and stay in the area allocated to them.

If rules are not adhered to Msinsis reserves the right to get the contractors staff to leave site and have whatever the problem sorted out with the contractors management before the contractor may return to site and resume operations.

Msinsi will not entertain any claims for losses on site.

Site to be in a clean and tidy state at all times. Site to be open to Msinsi for inspection and operation requirements.

Contractor to remove and dispose of all waste daily from site.

Generally there will not be any delays to the work from Msinsi however if there is, Msinsi will not entertain any extra charges for standby or loss of materials that may be suffered by the contractor if Msinsi deems that adequate notice was given to the consultant to halt operations due to unforeseen problems or water demand dictates halting work.

Msinsi is not responsible for any items or equipment brought onto our site whatever the circumstances. Msinsi will not provide storage facilities or be responsible for items left on site.

Contractor to supply all tools, transport, labour, materials and insurance that will be required for this contract.

All pages of quotation document to be signed and returned with tender.

Wherever in the Contract, provision is made for a communication to be "written" or "in writing" this means any hand-written, typewritten or printed communication, including telex, cable and facsimile transmission.

Wherever in the Contract any person, such consent, makes provision for the giving of notice, consent or approval or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

In these Conditions "day" means calendar day and "year" means 365 days.

Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor and Msinsi.

Any decision, instruction or approval given by the Project Leader's representative to the Contractor in accordance with such delegation shall have the same effect as though the Project Leader had given it. However:

- (a) any failure of the Project Leader's Representative to disapprove any Plant or workmanship shall not prejudice the right of the Project Leader to disapprove such Plant or workmanship and to give instructions for the rectification thereof;
- b) the Contractor questions any decision or instruction of the Project Leader's Representative he may refer the matter to the Project Leader who shall confirm, reverse or vary such decision or instruction.

Wherever under the Contract the Project Leader is required to exercise his discretion by:

- a) giving his decision, opinion or consent, or
- b) expressing his satisfaction or approval, or
- c) determining value, or
- d) otherwise taking action which may affect the rights and obligations of the Msinsi or the Contractor,

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances.

The Contractor shall proceed with the decisions and instructions given by the Project Leader in accordance with these Conditions.

The Contractor may require the Project Leader to confirm in writing any decision or instruction of the Project Leader, which is not in writing. The Contractor shall notify the Project Leader of such requirement without undue delay. Such a decision or instruction shall not be effective until the Contractor has received written confirmation thereof.

The Contractor shall not assign the Contract or any part of his obligations under the Contract. A charge in favour of the Contractor's bankers of any monies due under the Contract shall not be considered an assignment.

Msinsi's Drawings, Specification and other information submitted by the Project Leader to the Contractor shall remain the property of the Msinsi. They shall not, without the consent of the Msinsi, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of the Contract

The Contractor shall, in accordance with the Contract, with due care and diligence, design, manufacture, deliver to Site, erect, test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractors' Equipment, superintendence, labour and, except as stated in Part II, all necessary facilities therefor.

The Contractor shall be deemed to have satisfied himself on and taken account of in his Tender:

- a) all the conditions and circumstances affecting the Contract Price,
- b) the possibility of carrying out the Works as described in the Contract,
- c) the general circumstances at the Site (if access has been made available to him) and
- d) the general labour position at the Site.

The Contractor shall not be responsible for the accuracy of information given in writing by Msinsi or the Project Leader but shall be responsible for his interpretation of information received from whatever source.

The Contractor shall employ one or more competent representatives to superintend the carrying out of the Works on Site. They shall be fluent in the language for day-to-day

communications. Their names shall be communicated in writing to the Project Leader before work on Site begins.

Any instruction or notice that the Project Leader gives to the Contractor's representatives shall be deemed to have been given to the Contractor.

The Contractor shall, upon the Project Leader's written instruction, remove from the Works any person employed by him in the execution of the Works, who misconducts himself or is incompetent or negligent.

The Contractor shall, in accordance with the Project Leader's instructions, afford to other contractors engaged by Msinsi to work on the Site and persons lawfully upon the Site all reasonable opportunities for carrying out their work provided that the same shall not obstruct or disturb the progress of the Works. The Contractor shall also afford such opportunities to the employees of Msinsi.

The Contractor shall, in all matters arising in the performance of the Contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any duly constituted authority.

The Contractor shall comply with the laws of the country of manufacture concerning the manufacture of the Plant, and the laws of the country where the Plant is to be erected so far as such laws concern the manufacture, erection and operation of the Works.

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labour and for their payment, housing, feeding and transport.

The Contractor shall submit detailed returns showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor and Subcontractors on the Site. The returns shall be submitted in such form and at such intervals as the Project Leader may prescribe.

The Project Leader may at any time instruct the Contractor to:

- a) Suspend progress of the Works, or
- a) suspend delivery of Plant or Contractor's Equipment which is ready for delivery to the Site at the time for delivery specified in the Programme, or if no time is specified, at the time appropriate for it to be delivered, or
- b) Suspend the erection of Plant which has been delivered to the Site.

The Project Leader may by Variation Order to the Contractor at any time before the Works are taken over, instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Works. The Contractor shall not vary or alter any of the Works, except in accordance with a Variation Order from the Project Leader. The Contractor may, however, at any time propose variations of the Works to the Project Leader.

Prior to any Variation Order, the Project Leader shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Project Leader:

- a) a description of work, if any, to be performed and a programme for its execution,
- b) the Contractor's proposals for any necessary modifications to the programme
- c) The Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Project Leader shall, after due consultation with Msinsi and the Contractor, decide as soon as possible whether or not

the variation shall be carried out.

If the Project Leader decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract.

A Provisional Sum shall only be used, in whole or in Part In accordance with the Project Leader's instructions.

The total sum paid to the Contractor shall include only such amounts in respect of work, supplies or services to which such Provisional Sums relate as the Project Leader shall have instructed.

The Contractor shall, when required by the Project Leader, produce quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums.

The Contractor shall have no liability to Msinsi for any loss of or damage to the Msinsi's physical property, which occurs after the expiration of the Defects Liability Period unless caused by Gross Misconduct of the Contractor.

Msinsi and the Contractor intend that their respective rights obligations and liabilities as provided for in these Conditions shall alone govern their rights under the Contract and in relation to the Works.

Accordingly, the remedies provided under the contract in respect of or in consequence of:

- a) any breach of contract, or
- b) any negligent act or omission, or
- c) death or personal injury, or
- d) loss or damage to any property

are, save in the case of Gross Misconduct, to be to the exclusion of any other remedy that either may have against the other under the law governing the Contract or otherwise.

9. GUARANTEE

Contractor shall provide at least twelve month guarantee for all labour, materials and equipment supplied in terms of this contract. The guarantee period shall commence upon hand over of the project.

10. REFERENCE DOCUMENTS AND STANDARDS

All design, procedures, materials and equipment shall be in accordance with the current editions of the relevant South African National Standards Codes.

All referral documents and/or literature should be listed in the report- e.g. SAN 10083: The measurement and assessment of occupational noise for hearing conservation purposes.

Tenderers shall provide full details in this respect with their tenders, and the onus shall be on Tenderers to ensure that the standards are equivalent in all essential respects.

The Contractor shall pay special attention to and abide by Msinsi's rules for Contractors on site.

Codes and Standards

All design, procedures, materials and equipment shall be in accordance with the current editions of the relevant South African National Standards Codes.

The following standards shall be applicable. However, contractor shall comply with the latest or superseded versions of IS/BIS to be used for the complete work:

The Occupational Health & Safety Act 85 of 1993

The National Environmental Management Air Quality Act

Environmental Regulation for workplaces regulation

Asbestos regulation

Hazardous Chemical Substance Regulations

Environmental Conservation Act

Facilities Regulation

Hazardous Biological Agent Regulations

Ergonomic Regulations

The National Environmental Management all applicable national, regional and International standards and all values pertaining to specific attributes relating thereto.

11. OPERATING ENVIRONMENTS

Contractor is expected to conduct surveys listed in the Bill of Quantities, however performance of the contractor will be reviewed on a regular basis.

Provision of trained, competent and registered Occupational Hygienist.

12 BILL OF QUANTITIES

On addition to this bill of quantity, a consultant shall submit a cash flow with detailed cost breakdown

ITEM No	DESCRIPTION	UNIT	QTY (A)	RATE (B)	Total Amount per item (excl. VAT) (AxB)
	PART 1: ASBESTOS SURVEY				
1.1.1	Msinsi Hazelmere				
1.1.2	Msinsi Nagle Dam				
1.1.3	Msinsi Inanda Dam				
1.1.4	Msinsi Albert Falls				
1.1.5	Msinsi Bon Accorde				

ITEM No	DESCRIPTION	UNIT	QTY (A)	RATE (B)	Total Amount per item (excl. VAT) (AxB)
	Part 2: ERGONOMIC RISK ASSESSMENT				
1.1.1	Msinsi Hazelmere				
1.1.2	Msinsi Nagle Dam				
1.1.3	Msinsi Inanda Dam				
1.1.4	Msinsi Albert Falls				
1.1.5	Msinsi Bon Accorde				
1.1.6	Msinsi Head Office				

Price Schedule Summary

Summary PART	DESCRIPTION	AMOUNT R-C
PART 1	ASBESTOS SURVEY	
PART 2	ERGONOMIC RISK ASSESSMENT	
SUBTOTAL A		
Contingency Add 20% of subtotal A		
SUBTOTAL B		
VALUE ADDED TAX Add 15 % of Subtotal B (Provisional sum based on current rate of VAT)	
TOTAL CARRIED TO FORM, C1.1, FORM OF OFFER		

13. PROJECT TIMELINES

The bidder should be available to start with the exercise immediately upon award and the service is a once off.

14. SPECIAL CONDITIONS

- (a) The service providers may be required to make presentations, supply samples and provide further information or clarification.

15 PRICING INSTRUCTION:

- a) The tenderer's price/quotation must be fully inclusive and each item must be clearly specified.
- b) All additional costs must be clearly specified and included in the total quotation price, (e.g. transport, labour, etc.).
- c) All prices must be VAT inclusive.
- d) The tenderer is responsible for all the cost that they shall incur related to the preparation and submission of the quotation.

TAX COMPLIANCE REQUIREMENTS – (SDB1)

1. TAX COMPLIANCE REQUIREMENTS		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
1.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
2.1	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.2	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.3	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.4	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</p>		
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:

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:

.....
.....

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.

3 DECLARATION

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

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

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.

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black

economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM WILL BE APPLIED FOR THIS TRANSACTION

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

80/20

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

Where

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

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

7.1.1 If yes, indicate:

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

9. TYPE OF COMPANY/ FIRM [Tick applicable box]

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

9.1 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.2 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

9.3 Total number of years the company/firm has been in business: _____

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

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

<p>WITNESSES (Full Name & Signature)</p> <p>1. _____</p> <p>Signature: _____</p> <p>2. _____</p> <p>Signature: _____</p> <p>_____</p> <p style="text-align: center;">Date</p>	<p>Signatory: _____</p> <p>Tenderer's Signature: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Date</p>
--	--

(To be used If/When Applicable to purchase)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

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

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

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF QUOTE NO. ISSUED BY: MSINSI HOLDINGS

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.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as _____

of _____ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 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 3.1 above and the information contained in Declaration D and E.

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

NAME (PRINT)_____

SIGNATURE:_____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula

EU

GBP

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R

Signature of tenderer from Annex B

(C21) Total Exempt imported content R

(C22) Total Tender value net of exempt imported content R

(C23) Total Imported content R

(C24) Total local content R

Date:

(C25) Average local content % of tender

CONTRACT FORM - PURCHASE OF GOODS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **MSINSI HOLDINGS (SOC) LTD** in accordance with the requirements and specifications stipulated in **Quote** number _____ at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of tender.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to Quote;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Msinis Holdings' Standard Conditions of Tender t;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the quotation documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other quote.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES (Full Name & Signature)

1. _____

Signature: _____

2. _____

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**CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I _____
_____ in my capacity as _____
accept your Quote under reference number _____ Dated _____ for the
supply of goods indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the
delivery note.

ITEM DESCRIPTION BOQ (ATTACHED)	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY DATE / PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ ON _____ / _____ / _____

NAME (PRINT) _____ SIGNATURE _____

OFFICIAL COMPANY STAMP

WITNESSES (Full Name & Signature)	
1.	_____
	Signature: _____
2.	_____
	Signature: _____
	Date: _____