



## REQUEST FOR QUOTATION

No: **DOE08NWER005 - 02**

Description: **PROCUREMENT OF CONTRACTOR – REHABILITATION OF CONSERVANCY TANK PIT AT TLHABOLOGANG PRIMARY SCHOOL**

**COMPANY NAME:** .....

**CSD NO: MAAA** .....

**TEL:** .....

**FAX:** .....

**EMAIL ADDRESS:** .....

**QUOTATION AMOUNT INCLUDING VAT: R**.....

<b>Quotation Issue Date</b>	18 January 2023
<b>Closing Date and Time</b>	27 January 2023 at 12h00
<b>Compulsory Briefing Session</b>	20 January 2023 at 11h00
<b>Briefing meeting details:</b>	Tlhabologang Primary School, Coligny.
<b>FAILURE TO ATTEND THE SITE BRIEFING MEETING WILL RESULT IN AUTOMATIC DISQUALIFICATION)</b>	GPS Coordinates: -25.866442, 25.6345786
<b>Address for submission of RFQ responses into the Tender Box</b>	<p>Quotations should be hand delivered to:</p> <p><b>North West Regional Office</b>  <b>4071 Joules Street</b>  <b>Industrial Site</b>  <b>Mahikeng</b>  <b>2735</b></p> <p>Submitted in a Marked Tender Box (Reception) before closing date and time</p>

	<p>Or <b>Couriered</b> and Submitted in the Tender Box before closing date and time.</p> <p>ONLY HARD COPY DOCUMENTS WILL BE ACCEPTED IN A SEALED ENVELOPE PROPERLY MARKED WITH THE QUOTATION NUMBER</p>										
<b>Enquiries to:</b>	<p>Name: NW Tenders or Marumo Mabaso</p> <p>email: <a href="mailto:NWTenders@idt.org.za">NWTenders@idt.org.za</a> or <a href="mailto:MarumoM@idt.org.za">MarumoM@idt.org.za</a></p> <p><b>NB:</b> No query shall be allowed 24 hours prior to the closing date and time of this Request for quotation.</p>										
<b>Evaluation Criteria</b>	<p>Preferential Procurement regulation, Government Gazette dated 4 November 2022. IDT empowerment strategy allocated the 20 and 10 points respectively.</p> <p>The Preferential Procurement Regulations, 2022 is applicable from 16 January 2023</p> <p>80/20 preferential points:</p> <p>(a) The 80/20 Evaluation System will be used for procuring items with values of equal or below R50 000 000 inclusive of Vat (PPPFA and IDT SCM Policy) Price (80 points)</p> <p>and</p> <p>(b) Empowerment strategy:</p> <table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr> </thead> <tbody> <tr> <td>Women 100% Ownership</td><td>6</td></tr> <tr> <td>Youth 100% Ownership</td><td>6</td></tr> <tr> <td>People with Disabilities 100% Ownership</td><td>4</td></tr> <tr> <td>Black Male 100% Ownership</td><td>4</td></tr> </tbody> </table> <p><b>Source Documents to be submitted with the RFQ:</b></p> <ul style="list-style-type: none"> <li>• CIPC Document (Company Registration Document will be required for verification (CIPC DOC))</li> <li>• Woman (Originally Certified ID Document)</li> <li>• Youth (Originally Certified ID Document)</li> <li>• People with Disability (Letter from the Dr. Confirming the Disability)</li> <li>• Black Ownership (Originally Certified ID Document)</li> </ul>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Women 100% Ownership	6	Youth 100% Ownership	6	People with Disabilities 100% Ownership	4	Black Male 100% Ownership	4
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)										
Women 100% Ownership	6										
Youth 100% Ownership	6										
People with Disabilities 100% Ownership	4										
Black Male 100% Ownership	4										

<b>Compulsory Returnable</b>	<ol style="list-style-type: none"> <li>1. Proof of Active CIDB registration - Grade 2CE or higher</li> <li>2. Company Registration Documents (CIPC)</li> <li>3. Proof of Central Supplier Database (CSD) registration – CSD Number</li> <li>4. Valid COIDA or Letter good standing with the Department of Labour</li> <li>5. Duly completed and signed SBD 1 Invitation to bid</li> <li>6. Duly completed and signed SBD 4 Bidder's Disclosure</li> <li>7. Duly completed and signed SBD 6.1 PPPFA regulations claim form</li> <li>8. Attendance to the compulsory briefing meeting (If applicable)</li> <li>9. Joint Venture Agreement signed by all parties (where JV is in use) and submit copies of company documentation for each party.</li> <li>10. Completed Form of Offer, fully signed and witnessed</li> </ol>
<b>Other documents required before award</b>	<ol style="list-style-type: none"> <li>1. Tax Compliance Letter with a unique pin</li> </ol>
<b>Pricing</b>	<ul style="list-style-type: none"> <li>• Price must include 15% VAT (if you are VAT registered)</li> <li>• Only VAT Registered Vendors may charge VAT</li> <li>• All cost related to the service required must be included</li> <li>• Quotation must be valid for at 60 days</li> </ul>

## **TERMS OF REFERENCE**

### **1. PURPOSE**

The Purpose of the RFQ is to appoint a contractor to rehabilitation of Conservancy Pit at Tlhabologang Primary School.

### **2. BACKGROUND**

The Independent Development Trust is a Schedule 2 Public Entity governed by applicable legislative frameworks and a Deed of Trust. The organization is accountable to Parliament through the Minister of Public Works who is the Executive Authority.

### **3. SCOPE OF WORK**

The appointed service provider is required to do rehabilitate the conservancy Pit as specified in the Bill of Quantities.

3.1 PVC Stormwater Drainage Pipe

3.2 Concrete Stormwater Drainage Pipe

3.3 Bulk Excavation.

- 3.4 Dewatering.
- 3.5 Filling.
- 3.6 Damp Proofing
- 3.7 Roadworks
- 3.8

#### **4. TERMS AND CONDITIONS**

- Quotations must be hand delivered on or before the quotation closing date and closing time as shown above. No late quotations will be considered.
- Any amendments to the rates offered or description given must be signed by the person who signed the quotation.
- Only authorized representatives of the supplier may duly sign quotations. The IDT will not accept liability for quotations not duly signed.
- The IDT reserves the right to award the quotations in a whole or in part or not to award at all.
- Upon appointment the IDT and the service provider will sign a contract agreement within 14 days after the award is issued.

#### **5. PRICING**

- a) The IDT undertakes to pay an original and valid tax invoices in full within thirty (30) days from date of invoice;
- b) All supporting documents for services rendered should be submitted together with the tax invoices by the first (25th) of every month;
- c) All tax invoices must include the IDT Vat number
- d) Valid tax invoices for all services rendered are to be submitted to the IDT Mafikeng Office
- e) Payment will be made on a re-measurable basis. Any work requested to be done and not included in the bill of quantities according to the contractor must be agreed upon in writing before work commences.
- f) Tenderers are to tender based on the schedule included in this RFQ.
- g) A site meeting will be held on a two-weekly basis. At least one of the contractor's directors or owners are required to attend these meetings with sufficient information to take decisions as requested during these meetings. The cost to attend the meetings will be deemed to be included in the tendered amount.
- h) All invoices are to be signed by a principal of the service provider, the engineer and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of invoices will not be considered for payments.
- i) Invoices shall be drafted based on the same layout as included in this RFQ's bill of quantities.

- j) Payment to the service provider will be made electronically according to the banking details furnished by the service provider. Any change in such banking details must be communicated to the IDT project manager timeously. Invoices, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The employer reserves the right to dispute the whole account, any item or part of an item at any time and all the concerns raised by the employer should be addressed by the service provider before any payment can be made by the employer.
- k) The cost of completing the work as per the bill of quantities and drawings will be deemed to be included in the tendered price.
- l) The cost of OHS obligations required by the Department of Labour shall be deemed to be included in the price. It is expected by the Employer that the contractor will submit a Notification of Construction Work to the local Department of Labour. All costs thereof will be included in the price submitted.
- m) Set Off: the employer reserves the right to set off any amount payable to the service provider, any sum which is owing by the service provider to the employer in respect of this or any other IDT projects
- n) The tenderer's price will be deemed to be fixed for the duration of the construction period.

Price Schedule (attached spreadsheet) below is to be populated by the Service Provider for evaluation purposes.

## **BILL OF QUANTITIES**

Item No		Quantity		Amount
	<p><b><u>BILL NO 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The JBCC Series 2000 Principal Building Agreement (July 2007 edition) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities</p> <p>Contractors are referred to the abovementioned documents for the full intent and meaning of each clause thereof</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents</p> <p>Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"</p> <p><b><u>PREAMBLES FOR TRADES</u></b></p> <p>The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained</p>			
	<p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>Rehabilitation of the Conservancy Tank</b></p>		R	

Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles

The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles

**PRICING OF PRELIMINARIES**

Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)

**SECTION A - PRINCIPAL BUILDING AGREEMENT**

**Definitions**

- |   |  |      |
|---|--|------|
| 1 | Clause 1.0 - Definitions and interpretation F:..... V:.....<br>T:..... | Item |
|---|--|------|

**Objective and preparations**

- |   |  |      |
|---|--|------|
| 2 | Clause 2.0 - Offer acceptance and performance obligations F:..... V:.....<br>T:..... | Item |
| 3 | Clause 3.0 - Documents F:.....<br>V:..... T:.....                                    | Item |
| 4 | Clause 4.0 - Design responsibility F:.....<br>V:..... T:.....                        | Item |
| 5 | Clause 5.0 - Employer's agents F:.....<br>V:..... T:.....                            | Item |

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Preliminaries  
Bill No. 1  
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**Rehabilitation of the Conservancy Tank**



**TENDER NO:**  
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6	<p>Clause 6.0 - Contractor's site representative F:..... V:..... T:.....</p>	Item		
7	<p>Clause 7.0 - Compliance with laws and regulations F:..... V:..... T:.....</p> <p><u>User note</u></p> <p><i>Insert the following where a health and safety specification is not yet available</i></p> <p>Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specifications</p> <p><u>User note</u></p> <p><i>Insert one of the following for residential developments only</i></p> <p>The employer shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contractor warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement</p> <p>The contractor shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contractor warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement F:..... V:..... T:.....</p>	Item		
8	<p>Clause 8.0 - Works risk F:..... V:..... T:.....</p>	Item		
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9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item		
10	Clause 10.0 - General insurances F:..... V:..... T:.....	Item		
11	Clause 11.0 - Special insurances F:..... V:..... T:.....	Item		
12	Clause 12.0 - Effecting insurances F:..... V:..... T:.....	Item		
13	Clause 13.0 - Assignment F:..... V:..... T:.....	Item		
14	Clause 14.0 - Security F:..... V:..... T:.....	Item		
	<b><u>Execution</u></b>			
15	Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....	Item		
16	Clause 16.0 - Site and access			
	<b><u>User note</u></b>			
	<i>Insert details against this clause for any of the following where specifically required</i>			
	Clause 16.7 - Known services			
	Clause 16.8 - Protection of trees			
	F:..... V:..... T:.....	Item		
17	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item		
18	Clause 18.0 - Setting out of the works The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. F: ..... V:..... T:.....	Item		
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19	<p>Clause 19.0 - Temporary works and plant</p> <p><u>User note</u></p> <p><i>Insert details against this clause for any of the following where specifically required</i></p> <p>Subclause 19.1.1 - Enclosure of the works</p> <p>Subclause 19.1.2 - Office accommodation</p> <p>Clause 19.2 - Notice boards</p> <p>F:..... V:..... T:.....</p>	Item		
20	<p>Clause 20.0 - Nominated subcontractors</p> <p>F:..... V:..... T:.....</p>	Item		
21	<p>Clause 21.0 - Selected subcontractors</p> <p>F:..... V:..... T:.....</p>	Item		
22	<p>Clause 22.0 - Employer's direct contractors</p> <p>F:..... V:..... T:.....</p>	Item		
23	<p>Clause 23.0 - Contractor's domestic subcontractors</p> <p>F:..... V:..... T:.....</p>	Item		
	<b><u>Completion</u></b>			
24	<p>Clause 24.0 - Practical completion</p> <p><u>User note</u></p> <p><i>Insert the following where tenant installation work is to be executed by others</i></p> <p>The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained</p> <p>F:..... V:..... T:.....</p>	Item		
<b>Carried to Collection</b>			R	
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25	Clause 25.0 - Works completion F:..... V:..... T:.....	Item		
26	Clause 26.0 - Final completion F:..... V:..... T:.....	Item		
27	Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item		
28	Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item		
29	Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to specification or drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3)F:..... V:..... T:.....	Item		
30	Clause 30.0 - Penalty for late or non-completion: 0.06% of the Contract Amount inclusive of Value Added Tax per Calender day F:..... V:..... T:.....	Item		
	<b><u>Payment</u></b>			
31	Clause 31.0 - Interim payment The inclusion of materials and goods stored off site in the amount authorised for payment in terms of clause 31.4 shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the contractor, of an approved guarantee issued by a registered commercial bank. Clause 31.6.5 is therefore not applicable. Materials and goods stored off site shall not be included in the amount authorised for payment. F:..... V:..... T:.....	Item		
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32	<p>Clause 32.0 - Adjustment to the contract value .All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor. Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final payment certificate, it shall be in writing.</p> <p>F:..... V:..... T:.....</p>	Item		
33	<p>Clause 33.0 - Recovery of expense and loss</p> <p>F:..... V:..... T:.....</p>	Item		
34	<p>Clause 34.0 - Final account and final payment</p> <p>F:..... V:..... T:.....</p>	Item		
35	<p>Clause 35.0 - Payment to other parties</p> <p>F:..... V:..... T:.....</p>	Item		
<b><u>Termination</u></b>				
36	<p>Clause 36.0 - Termination by employer - contractor's default</p> <p>F:..... V:..... T:.....</p>	Item		
37	<p>Clause 37.0 - Termination by employer - loss and damage</p> <p>F:..... V:..... T:.....</p>	Item		
38	<p>Clause 38.0 - Termination by contractor - employer's default</p> <p>F:..... V:..... T:.....</p>	Item		
39	<p>Clause 39.0 - Termination - cessation of the works</p> <p>F:..... V:..... T:.....</p>	Item		
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## Dispute

Item

## Contract agreement

Item

*All information for this clause requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor*

Item

**The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties**

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<b>SECTION B - PRELIMINARIES</b>			
<b><u>Definitions and Interpretation</u></b>			
43	<p>Clause 1.0 - Definitions and interpretation  F:..... V:.....  T:.....</p>	Item	
<b><u>Documents</u></b>			
44	<p>Clause 2.1 - Checking of documents  F:..... V:.....  T:.....</p>	Item	
45	<p>Clause 2.2 - Provisional bills of quantities</p> <p>These bills of quantities are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully) measured and the subsequent trades are budgetary allowances and/or selected (nominated) subcontract amounts.</p> <p><u>User note</u></p> <p><i>Check "wet trades" included in the bills of quantities</i></p> <p>F:..... V:.....  T:.....</p>	Item	
46	<p>Clause 2.3 - Availability of construction documentation</p> <p>The budgetary allowances and selected (nominated) subcontract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of selected (nominated) subcontractors during the construction period</p> <p>F:..... V:.....  T:.....</p>	Item	
<b><u>Previous work and adjoining properties</u></b>			
47	<p>Clause 3.1 - Previous work - dimensional accuracy  F:..... V:.....  T:.....</p>	Item	
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48	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item		
49	Clause 3.3 - Inspection of adjoining propertiesF:..... V:..... T:.....	Item		
	<b><u>Samples, shop drawings and manufacturer's instructions</u></b>			
50	Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item		
51	Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item		
52	Clause 4.3 - Shop drawingsF:..... V:..... T:.....	Item		
53	Clause 4.4 - Compliance with manufacturer's instructionsF:..... V:..... T:.....	Item		
	<b><u>Deposits and fees</u></b>			
54	Clause 5.1 - Deposits and fees F:..... V:..... T:.....	Item		
	<b><u>Temporary services</u></b>			
55	Clause 6.1 - WaterF:..... V:..... T:.....	Item		
56	Clause 6.2 - ElectricityF:..... V:..... T:.....	Item		
57	Clause 6.3 - Telecommunication facilitiesF:..... V:..... T:.....	Item		
58	Clause 6.4 - Ablution facilitiesF:..... V:..... T:.....	Item		
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	<b><u>Prime cost amounts</u></b>			
59	Clause 7.1 - Responsibility for prime cost amountsF:..... V:..... T:.....	Item		
	<b><u>Special attendance on n/s subcontractors</u></b>			
60	Clause 8.1 - Special attendance  <b><u>User note</u></b>  <i>General attendance is defined in the n/s subcontract agreement</i>  Insert details against this clause or where provisional sums are stated for any special attendance where specifically required for each n/s subcontractor separately  F:..... V:..... T:.....	Item		
	<b><u>General</u></b>			
61	Clause 9.1 - Protection of the worksF:..... V:..... T:.....	Item		
62	Clause 9.2 - Protection/isolation of existing/sectionally occupied works  F:..... V:..... T:.....	Item		
63	Clause 9.3 - Security of the worksF:..... V:..... T:.....	Item		
64	Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item		
65	Clause 9.5 - Disturbance F:..... V:..... T:.....	Item		
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66	Clause 9.6 - Environmental disturbance .The employer has prepared an environmental management plan (refer to Annexure . for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such environmental management plan F:..... V:..... T: .....	Item		
67	Clause 9.7 - Works cleaning and clearingF:..... V:..... T:.....	Item		
68	Clause 9.8 - VerminF:..... V:..... T:.....	Item		
69	Clause 9.9 - Overhand workF:..... V:..... T:.....	Item		
<b><u>Schedule of variables</u></b>				
Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract				
10.1 - Provisional bills of quantities [clause 2.2] The quantities are provisional Yes				
10.2 - Availability of construction documentation [clause 2.3] Construction documentation is complete Yes				
10.3 - Previous work - dimensional accuracy [clause 3.1]				
10.4 - Previous work - defects [clause 3.2]				
10.5 - Inspection of adjoining properties [clause 3.3]				
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- |   |     |  |  |
|---|-----|--|--|
| 10.6 - Water [clause 7.2]   |     |  |  |
| Option A (by contractor)  | yes |  |  |
| Option B (by employer - free of charge)   | no  |  |  |
| Option C (by employer - metered)  | no  |  |  |
| 10.7 - Electricity [clause 7.3]   |     |  |  |
| Option A (by contractor)  | yes |  |  |
| Option B (by employer - free of charge)   | no  |  |  |
| Option C (by employer - metered)  | no  |  |  |
| 10.8 - Telecommunications [clause 7.4]  |     |  |  |
| Telephone   | yes |  |  |
| Facsimile   | yes |  |  |
| E-mail  | yes |  |  |
| 10.9 - Ablution facilities [clause 7.5]   |     |  |  |
| Option A (by contractor)  | yes |  |  |
| Option B (by employer)  | no  |  |  |
| 10.10 - Protection of the works [clause 9.1]  |     |  |  |
| 10.11 - Protection/isolation of existing/sectionally occupied works [clause 9.2] Protection/isolation is required | No  |  |  |
| 10.12 - Disturbance [clause 9.5]  |     |  |  |
| 10.13 - Environmental disturbance [clause 9.6]  |     |  |  |

**Carried to Collection**

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## **SECTION C - SPECIFIC PRELIMINARIES**

### **User note**

*Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances*

### **70 Site instructions**

Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor

F:..... V:.....  
T:.....

Item

### **71 Warranties for material and workmanship**

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor

F:.....V:.....T:.....

Item

**Carried to Collection**

**R**

Section No. 1  
Preliminaries  
Bill No. 1  
Preliminaries  
**Rehabilitation of the Conservancy Tank**

72	<p><b>Co-operation of contractor for cost management</b></p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors</p> <p>F:..... V:..... T:.....</p>	Item		
73	<p><b>Propping of floors below</b></p> <p>The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor</p> <p>F:..... V:..... T:.....</p>	Item		
74	<p><b>Testing of windows for watertightness</b></p> <p>Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means</p> <p>F:..... V:..... T:.....</p>	Item		
<b>Carried to Collection</b>			R	
<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries Rehabilitation of the Conservancy Tank</p>				

**TENDER NO:**  
**REHABILITATION OF THE CONSERVENCY TANK**

75	<b>Testing of flat roof waterproofing for watertightness</b>  Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing  F:..... V:..... T:.....	Item	
76	<b>Allow the sum of R 3 500.00 (Three Thousand Five Hundred Rand) per month for Community Liaison Officer</b>	Item	
77	<b>Allow the sum of R 300.00 for Four people each ( Three Hundred Rand) per meeting for project steering committee</b>	Item	
<b><u>SUMMARY OF CATEGORIES</u></b>			
Category : Fixed R.....			
Category : Value R.....			
Category : Time R.....			
<b>Carried to Collection</b>		R	
Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>Rehabilitation of the Conservancy Tank</b>			

## REHABILITATION OF THE CONSERVENCY TANK

[illegible]

**TENDER NO:**  
**REHABILITATION OF THE CONSERVENCY TANK**

Item No		Quantity		Amount
	<b><u>BILL NO. 1</u></b>			
	<b><u>STORMWATER MANAGEMENT</u></b>			
	NOTE : Unless otherwise stated herein all items in this bill shall be deemed to fall into Work Group No. 146 for Haylett Formula purposes			
	NOTE : All excavations are measured as being in "earth" and/or filling compacted to 98% modified AASHTO density			
	<b><u>PVC STORMWATER DRAINAGE PIPE</u></b>			
1	Excavation not exceeding 2m deep for drain trenches	m3	57	
2	Cart away material to designated stockpiles	m3	46	
3	Backfilling to drain trenches compacted to 93% Mod AASHTO density	m3	46	
	<b><u>Risk of collapse of excavations</u></b>			
4	Sides of trench and hole excavations not exceeding 1,5m deep	m2	206	
5	Selected sand filling from the excavations in bedding under and filling around pipes	m3	46	
6	19mm Crushed stone bedding under pipes	m3	4	
7	Synthetic Filter kaymat U14 or equal approved surround the drain pipe	m2	41	
	<b><u>110 PVC Subsoil pipes</u></b>			
8	110mm Perforated sub-soil pipes laid in trenches (trenches elsewhere)	m	229	
	<b><u>Breaking and re-instatement of tar surface</u></b>			
9	Allow for breaking through road surface and re-instatement thereafter of the same and make good		Item	
	<b>Carried to Collection</b>			R
	Section No. 2			
	External works			
	Bill No. 1			
	Stormwater Management			
	Rehabilitation of the Conservancy Tank			



**TENDER NO:**  
**REHABILITATION OF THE CONSERVENCY TANK**

<b><u>CONCRETE STORMWATER DRAINAGE PIPE</u></b>					
10	Excavation not exceeding 2m deep for drain trenches	m3	82		
11	Cart away material to designated stockpiles	m3	81		
12	Backfilling to drain trenches compacted to 93% Mod AASHTO density	m3	15		
<b><u>Risk of collapse of excavations</u></b>					
13	Sides of trench and hole excavations not exceeding 1,5m deep	m2	41		
14	Selected sand filling from the excavations in bedding under and filling around pipes	m3	11		
<b><u>Class 75D concrete pipes</u></b>					
15	375mm Pipes laid in trenches (trenches elsewhere)	m	45		
<b><u>Precast concrete circular inspection chambers</u></b>					
16	Inspection chamber 1700mm x 1700mm and not exceeding 750mm deep internally composed of 150mm thick mass concrete around grid frame and 230mm thick brick wall to sides, 375mm concrete pipe laid to falls, 150mm thick concrete base reinforced with mesh ref 193 laid on 50mm thick blinding layer and including grid frame with lugs cast into concrete	No	1		
<b><u>STORMWATER DRAINAGE</u></b>					
<b><u>CONCRETE</u></b>					
<b><u>Mass concrete with a coarse aggregate of 19mm and a minimum compressive strength of 15MPa at 28 days</u></b>					
17	V-shaped channel 1200mm wide x 75mm thick with rounded salient edges and finished on exposed surfaces with 2:1 cement mortar, laid to falls in panels not exceeding 1,8m long with 12mm bitumen impregnated softboard movement joints with exposed edges raked out for a depth of 10mm and filled with bituminous compound including all necessary excavations and formwork	m	10		
<b>Carried to Collection</b>				R	
Section No. 2 External works Bill No. 1 Stormwater Management Rehabilitation of the Conservancy Tank					

**TENDER NO:**  
**REHABILITATION OF THE CONSERVENCY TANK**

18	Extra for fair open end	No	2		
19	Extra for fair stopped end	No	2		
20	Extra for T-intersection	No	1		
21	Triangular shaped concrete spill basin size 1,1m at head, 2,4m at base end and 1,192m along the sides, formed of 200mm thick concrete base with concrete upstand size 200 x 200mm high along two sides and 200 x 200mm footing along base end including all excavations, formwork and backfilling, the top of the base inlaid with eleven clay bricks protruding 55mm above the surface of the concrete and loose stones of 100 to 150mm diameter loose at the base of the spill basin for a width of 500mm	No	1		
	<b><u>Movement joints</u></b>				
22	Movement joint not exceeding 300mm high formed of 12mm bitumen impregnated softboard placed vertical in position between concrete stormwater channel and brick walls or concrete aprons, etc including raking out top section 10mm deep and filling with bituminous compound	m	12		
<b>Carried to Collection</b>					R
Section No. 2 External works Bill No. 1 Stormwater Management Rehabilitation of the Conservancy Tank					

**TENDER NO:**  
**REHABILITATION OF THE CONSERVENCY TANK**

[illegible]

Section No. 2  
External works  
Bill No. 2  
Rehabilitation of Conservancy Tank  
**Rehabilitation of the Conservancy Tank**

**TENDER NO:**  
**REHABILITATION OF THE CONSERVENCY TANK**

	<b><u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density</u></b>				
5	Under floors, steps, paving, etc	m3	1 374		
	<b><u>Filling, etc.</u></b>				
6	Imported earth filling supplied by the Contractor and brought onto site to make up levels around buildings compacted to 93% modified AASHTO density	m3	50		
	<b><u>TESTS</u></b>				
7	Compaction tests	No	50		
	<b><u>DAMP-PROOFING</u></b>				
	<b><u>Bidim (Original) A6 for separation from the compacted soil and dump rock (elsewhere measured)</u></b>				
8	Bidim	m2	648		
	<b><u>500mm Drainage MED (19 -26mm stone)</u></b>				
9	19mm stone	m3	194		
	<b><u>500mm Dumprock layer</u></b>				
10	Dumprock	m3	850		
	<b><u>ROADWORKS</u></b>				
	<b><u>The following in roadworks</u></b>				
11	300mm Subbase Material	m3	3		
12	100mm Blinding layer of natural gravel	m3	1		
13	150mm Subbase G5 Material	m3	3		
14	30mm Thick asphalt surfacing including bitumen	m2	11		
<b>Carried to Collection</b>				<b>R</b>	
Section No. 2					
External works					
Bill No. 2					
Rehabilitation of Conservancy Tank					
<b>Rehabilitation of the Conservancy Tank</b>					

[illegible]

[illegible]

**TENDER NO:**  
**REHABILITATION OF THE CONSERVENCY TANK**

Section No	FINAL SUMMARY	Page No	Amount
1	Preliminaries	17	
2	External works	25	
<b>SUB-TOTAL A (Excluding Value Added Tax)</b>  Allow the sum of <b>R 2 400.00</b> (Two Thousand Four Hundred Rands) (@R300p/m) for the Project Steering Committee (4x Members Per Meeting and 1x Meeting Per Month)  Allow the sum of <b>R 13 000.00</b> (Thirty Nine Thousand) (@R6 500.00p/m) for the Community Liaison Officer.  <b>SUB-TOTAL B</b> including excluding Value Added Tax (VAT)  <b>ADD: Value Added Tax</b> (calculated at the rate of 15%)			R
			R 2 400.00
			R 13 000.00
			R
			R
<b>Carried to Form of Tender</b> <b>Rehabilitation of the Conservancy Tank</b>			R



## 6. CONTRACT DATA

The Service Provider is advised to read the CIDB Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) in order to understand the implications of this Data which is required to be completed.

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

This services contract is based upon the GCC Small and Simple Works Contract: Edition 1.0 May 2020.

The Contract Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the CIDB Standard Conditions of Tender.

Clause number	AMENDMENTS
F.1.1	The employer is the <b>Independent Development Trust on behalf of the Department: Education, North West Province</b>
F.1.4	<p>The employer's agent is:</p> <p><b>Independent Development Trust</b></p> <p><b>Ms Marumo Mabaso</b>  4071 Joules Street  Industrial Site  Mahikeng  2745</p> <p>E- mail: <a href="mailto:marumom@idt.org.za">marumom@idt.org.za</a></p>
F.2.1	<b>Eligibility</b>
F.2.1.1	Only those suppliers who satisfy the following eligibility criteria are eligible to submit tenders:
F.2.1.1.1	<p>CIDB Grading</p> <p>In order to be considered for an appointment in terms of this quotation document, the supplier must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a <b>Grade 2CE class</b> of construction work.</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>Grade 2CE or above</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to <b>2CE</b> contractor grading designation determined in accordance with the sum tendered for a <b>(CE) Civil Engineering</b> class of construction work</li> </ol>

F.2.7	<p><b>Clarification Meeting</b></p> <p>A compulsory clarification meeting with representatives of the Employer will take place on the 20 January 2023 at 11h00. The briefing meeting will take place at the Tlhabologang Primary School, Coligny. GPS coordinates are .-25.866442, 25.6345786</p> <p>Suppliers shall sign the attendance register in the name of the quoting entity. Addenda if any will be issued to suppliers appearing on the attendance register.</p> <p><b>Note:</b> Suppliers are advised to allow enough travelling time to the briefing meeting.</p>
F.2.8	<p><b>Seek clarification</b></p> <p>Suppliers can request clarification of the quotation documents, if necessary, by notifying the employer at least 2 (two) working days before the closing time and date stated in F.2.15.</p>
F.2.11	<p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the quotation documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the supplier.</p> <p>All signatories to the quotation offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
F.2.13.7	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Employer's address:  <b>North West Regional Office</b>  <b>4071 Joules Street</b>  <b>Industrial Site</b>  <b>Mahikeng</b>  <b>2735</b></p>
F.2.15 F.2.15.1	<p><b>Closing Time</b></p> <p>The closing time for submission of offers is by no later than 27 January 2023 at 12h00.</p> <p><b>Location of tender box:</b>  <b>North West Regional Office</b>  <b>4071 Joules Street</b>  <b>Industrial Site</b>  <b>Mahikeng</b>  <b>2735</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16 F.2.16.1	<p><b>Validity</b></p> <p>The supplier is required to hold the offer valid for a period of <b>60 calendar days</b> (<i>from the closing date</i>)</p>
F.2.19	<p><b>Inspections, Tests and Analysis</b></p> <p>Access shall be provided for inspections, tests and analysis as may be required by the employer.</p>

<b>F.3.13</b>	<b>Acceptance of Quotation Offers</b>
F.3.13.1	<p>Quotation offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the supplier has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services;</li> <li>b) the supplier is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) the supplier or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the supplier has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>e) the supplier has completed the Declaration of Interest and there are no conflicts of interest which may impact on the supplier's ability to perform the contract in the best interests of the employer or potentially compromise the quoting process and persons in the employ of the state are not permitted to submit tenders;</li> <li>f) if there are no conflicts of interest which may impact on the supplier's ability to perform the contract in the best interests of the employer or potentially compromise the quoting process</li> <li>g) the supplier has submitted the CIPRO documentation and certified copies of ID's for all directors;</li> <li>h) the supplier completed, signed and witnessed form of offer;</li> <li>i) the supplier is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA);</li> <li>j) the supplier has submitted a fully priced Bill of Quantities;</li> <li>k) The supplier attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.</li> <li>l) The supplier is required to submit with his quote a Certificate of Contractor Registration issued by the Construction Industry Development Board and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services.</li> <li>m) The supplier and all its directors are South African Citizens <b>(For National Key Point Projects)</b>.</li> </ul>
F.3.14	<p><b>Notice to Unsuccessful Suppliers</b></p> <p>Should suppliers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender and CIDB website within 21 days of award. No written notification directed to each supplier will be issued by the Employer to unsuccessful suppliers.</p>
F.2.8	<p><b>Seek clarification</b></p> <p>Request clarification of the quotation documents, if necessary, by notifying the employer at <b>least two (2) working days before the closing time and date</b> stated in the quoting data</p>
F.3.18	<p><b>Provide Copies of the Contract</b></p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>

**The additional conditions of quoting are:**

- 1 The employer is not obliged to accept the lowest or any quote.
- 2 Work shall be completed within 2 months from date of appointment. (60 calendar days)
- 3 Penalties shall be applied after the 2 months at a rate of R 3 400.00 per calendar day.

## 7. SBD COMPULSORY DOCUMENTS:

**SBD 1**

### PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)									
BID NUMBER: DOE08NWER005 - 02		CLOSING DATE: 27 January 2023			CLOSING TIME: 12h00				
DESCRIPTION		PROCUREMENT OF CONTRACTOR – REHABILITATION OF CONSERVANCY PIT AT TLHABOLOGANG PRIMARY SCHOOL							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)									
NORTH WEST REGIONAL OFFICE									
4071 JOULES STREET									
INDUSTRIAL SITE									
MAHIKENG									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON		NW Tenders			CONTACT PERSON		Marumo Mabaso		
TELEPHONE NUMBER		n/a			TELEPHONE NUMBER		n/a		
FACSIMILE NUMBER		n/a			FACSIMILE NUMBER		n/a		
E-MAIL ADDRESS		NWTenders@idt.org.za			E-MAIL ADDRESS		MarumoM@idt.org.za		
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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]			
		<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> 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?		<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		[IF YES ENCLOSE PROOF]				[IF YES, ANSWER THE QUESTIONNAIRE BELOW]			
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO									
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO									
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO									
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO									
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO									
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

2.2

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

---

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

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



**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**

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**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	90	80
SPECIFIC GOALS	10	20
TARGETED GROUP		
Women 100% Ownership	3	6
Youth 100% Ownership	3	6
People with Disabilities 100% Ownership	2	4
Black Male 100% Ownership	2	4
Total points for Price and SPECIFIC GOALS	100	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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = 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:

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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)
Women 100% Ownership	3	6		
Youth 100% Ownership	3	6		
People with Disabilities 100% Ownership	2	4		
Black Male 100% Ownership	2	4		

**Source Documents to be submitted with the Bid or RFQ**

- \*CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- \*Woman (Originally Certified ID Document)
- \*Youth (Originally Certified ID Document)
- \*People with Disability (Letter from the Dr. Confirming the Disability)
- \*Black Ownership (Originally Certified ID Document)

**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:** .....

.....

.....

.....

## **FORM OF OFFER AND ACCEPTANCE**

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

### **DOE08NWER005 - 02: PROCUREMENT OF CONTRACTOR – REHABILITATION OF CONSERVANCY TANK PIT AT TLHABOLOGANG PRIMARY SCHOOL**

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

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

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

.....  
..... Rand (in words); R ..... (in figures)

#### **INCLUDING VAT**

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

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

Name ..... Identity number .....

Capacity .....

#### **for the tenderer**

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

Name and .....  
signature .....  
of witness .....

**NOTE: Failure of a Bidder to complete in full and sign this part of the tender form (offer) will invalidate the tender offer**

# FORM OF OFFER AND ACCEPTANCE

## 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:

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

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

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

Signature .....	Date .....
Name .....	Identity number .....
Capacity .....	
<b>for the Employer</b>	Independent Development Trust 4071 Joules Street Industrial Site Mahikeng 2735
Name and signature .....	
of witness .....	Date .....