



# INDEPENDENT DEVELOPMENT TRUST

PANEL/IDTKN/2022/23

KZN FENCING MAINTENANCE SERVICE PROGRAMME

## QUOTATION TITLE

REQUEST FOR PROPOSAL

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF FENCING MAINTENANCE FOR THE PERIOD OF 3 YEARS (36 MONTHS) IN KWA-ZULU NATAL PROVINCE IN VARIOUS SCHOOL DISTRICTS**

## BID DESCRIPTION

**DESCRIPTION: SUPPLY AND INSTALLATION OF ANTI CLIMB HIGH SECURITY FENCE WITHIN VARIOUS DISTRICTS OF THE KWAZULU NATAL - DEPARTMENT OF EDUCATION**

The completed Proposal Document, sealed in an envelope and clearly endorsed must be placed in the Tender Box situated at the entrance to the offices of the IDT

**By no Later than 11h00 on 30 SEPTEMBER 2022**

## BIDDER'S INFORMATION

*(Must be completed by Bidder)*

Company Name	
Contact Person	
Cell / Tel Number	
Fax Number	
E-mail Address	
CSD Number	

### **Prepared By:**

The Independent Development Trust (IDT)  
KZN Regional Office  
12<sup>th</sup> Floor, The Marine Building  
22 Dorothy Nyembe Street  
Durban  
4000

## List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

ITEM	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
1.	CSD Registration	
2.	Copy of Tax Clearance Certificate with PIN	
3.	Valid COIDA letter of good standing registration certificate	
4.	CIDB 2 SQ or higher	
5.	Invitation to Bid <b>SBD 1</b>	
6.	Bidders Disclosure <b>SBD 4</b>	
7.	Preference Points Claim Form in terms of the Preferential Procurement <b>(SBD 6.1)</b>	
8.	Declaration Certificate for Local Production and Content for Designed Sectors <b>(SBD 6.2)</b>	
9.	Contract Form- Purchase of Goods/Works <b>(SBD 7.1)</b>	
10.	Contract Form - Rendering of Services <b>(SBD 7.2)</b>	
11.	Contract Form – Sale of Goods/Works <b>(SBD 7.3)</b>	
12.	B-BBEE Certificate issued by SANAS (Originally Certified Copy)/ Original Sworn Affidavit - <b>Optional</b>	

## 1. TERMS OF REFERENCE

ITEM	DESCRIPTION
1.1 Proposal Issue Date	Thursday, 08 September 2022
1.1.1 Compulsory Briefing	Not Applicable / No briefing will be undertaken
1.2 Proposal Closing Date	Friday, 30 September 2022, 11:00am – No late submissions will be received and/or considered.
1.3 Validity Period	The Validity Period is <b>120 days</b>
1.4 Proposal Reference No.	<b>PANEL/IDTKN/2022/23</b>
1.5 Document Availability	The RFP Document is available for download at <a href="http://www.idt.org.za">www.idt.org.za</a>
1.6 Enquiries	Any queries shall be directed in writing to the IDT and shall be addressed to the contact person/s in the addresses indicated below; <b>Name:</b> Miss Nondumiso Ndwandwe / Mr Sibusiso Busani <b>Email:</b> <a href="mailto:NondumisoN@idt.org.za">NondumisoN@idt.org.za</a> / <a href="mailto:SibusisoB@idt.org.za">SibusisoB@idt.org.za</a> <b>Tel:</b> (031) 369 7400 (08h30 – 17h00 weekdays only)
1.7 Compulsory Requirements	1.7.1 Registration on the <b>Central Supplier Database (CSD) and Tax Clearance Certificate with Pin</b> 1.7.2 <b>COIDA</b> letter of good standing certificate 1.7.3 Proof of CIDB grade <b>2SQ or higher</b> 1.7.4 Invitation to Bid ( <b>SBD 1</b> ) 1.7.5 Bidder's Disclosure ( <b>SBD 4</b> ) 1.7.6 Preference Points Claim Form in terms of the Preferential Procurement ( <b>SBD 6.1</b> ) 1.7.7 Contract Form- Purchase of Goods/Works ( <b>SBD 7.1</b> ) 1.7.8 Contract Form – Rendering of Services ( <b>SBD 7.2</b> ) 1.7.9 Contract Form – Sale of Goods/Works ( <b>SBD 7.3</b> ) <b><u>FAILURE TO SUBMIT ANY OF THE ABOVE WILL LEAD TO DISQUALIFICATION</u></b>
1.8 Functionality Evaluation	1.8.1 Proof of Experience in Fencing Maintenance ( <b>30 points</b> ) 1.8.2 Signed & Stamped Client Reference Schedule ( <b>20 points</b> ) 1.8.3 Company Profile ( <b>10 points</b> ) 1.8.4 Trained and Qualified Staff including Technicians/Artisans ( <b>20 points</b> )

ITEM	DESCRIPTION
	1.8.5 Resource Plan <b>(10 points)</b> 1.8.6 Financial Viability <b>(10 points)</b>
<b>1.9 Returnable Documents</b>	1.9.1 In line with the Submission checklist (Refer to Page 02)
<b>1.10 valuation Criteria</b>	1.10.1 The 80/20 Evaluation System will be applicable.
<b>1.11 bid Award Criteria</b>	1.11.1 The bid will be awarded to the highest point's scorer provided that; 1.11.2 The bidder submits proof of CSD registration with <b>Compliant Tax Status</b> 1.11.3 Failure to comply with items 1.8.2 (tax compliance) and 1.8.3 above, within a reasonable period as would be indicated by the IDT, will result in the appointment of the next best point's scorer. 1.11.4 The bidder passes the security vetting and screening process as would be conducted by security services. 1.11.5 Note: The IDT reserves the right not to award the bid to the highest point's scorer
<b>1.12 Submission of Quotation documents</b>	Quotation documents shall be <b>hand delivered</b> to the <i>Implementing Agent (IDT)</i> , and shall be marked as follows: <b>The Independent Development Trust (IDT)</b> KZN Regional Office 12 <sup>th</sup> Floor, The Marine Building 22 Dorothy Nyembe Street Durban 4000  <b>Marked confidential Quotation and Indicate the Following:</b>  <b>PANEL/IDTKN/2022/23:FENCING MAINTENANCE PROGRAMME AND NAME OF SERVICE PROVIDER</b>  <b>THE BID BOX IS LOCATED AT THE IDT'S MAIN RECEPTION AREA AS PER THE ADDRESS INDICATED ABOVE</b>

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to [www.csd.gov.za](http://www.csd.gov.za) to register or call 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
  - 3.1 de-register the supplier from the Database,
  - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

## PURPOSE

- The purpose of this notice is to invite service providers of 2SQ or higher CIDB Grading to bid for Fencing Maintenance using the specifies scope in KZN Schools in Various District for 2022/23 financial year.

## BACKGROUND AND DESCRIPTION

- The Programme aim is to provide service on Fencing Maintenance in schools under Various District of the KwaZulu Natal Department of Education.

## TOLERANCES, ERRORS, OMISSIONS AND CONTRADICTIONS

- The tolerances shall be in accordance with those specified by the SABS.
- In the event that any errors, omissions and contradictions are present in this Bid Document, these shall be overridden firstly by the SABS specification and secondly the attached drawings. Any deviation that cannot be resolved through the above shall be brought to the attention of the IDT for resolution.

## FUNCTIONALITY EVALUATION CRITERIA:

### Stage 1:

Criteria	Points Allocation
Proof of experience in fencing maintenance projects (i.e. supply and installation works)	30 points
Signed and stamped client reference schedule	20 points
Trained and Qualified staff including Technicians / Artisans	20 points
Company Profile	10 points
Resources Plan	10 points
Financial viability	10 points
<b>Total</b>	<b>100 points</b>
NB: Minimum qualifying threshold <b>70% (70 points)</b>	

### Stage 2:

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for B-BBEE Status. In order to Claim and be awarded B-BBEE points bidders must submit an original or an original certified copy of B-BBEE certificate issued by SANAS accredited agency or an Original Affidavit signed by a Commissioner of Oaths (**Note** - An incomplete affidavit will not be acceptable and will not be awarded any points).

The IDT Quantity Surveyor (QS) will first conduct a risk assessment on all bidders who obtained a minimum threshold of 70% (i.e. 70 points) in the functionality stage before the application of 100 pricing criteria. Bidders are requested to price each line item of the Bills of Quantities (BOQ). Should the bidder

be deemed too risky to complete the project based on the QS's risk assessment report, they will be eliminated and not be considered for 80 pricing points evaluation criteria in line with the Preferential Procurement Policy Framework Act (PPPFA) of 2017.

Only bidders who obtain 70% (70 points) minimum functionality threshold will be evaluated further.

Bidders bidding as joint ventures / consortiums are required to submit an original consolidated B-BBEE certificate from a SANAS accredited verification agency in order to qualify for points for the B-BBEE status level as one entity.

Sworn Affidavits for EME's and QSE's must be originals. No copies of affidavits will be accepted for claiming B-BBEE points:

B-BBEE points are allocated as follows:

<b>B-BBEE Status Level of Contributor</b>	<b>Points Allocation</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Contributor	0

## STAGE ONE FUNCTIONALITY CRITERIA FOR FENCING MAINTENANCE SERVICE

00	Description	Total Points allotted	Points	Points Claimed						
1	<b>PROOF OF EXPERIENCE IN FENCING MAINTENANCE (I.E. SUPPLY AND INSTALLATION WORKS )</b>	<b>MAX POINTS 30</b>								
	Three similar projects (R3 million – And above)		30							
	Three similar projects (R1 million – R2.9 million)	30	25							
	Two similar projects (R2 million – And above)		20							
	Two similar projects (R1 million – R2,9 million)		15							
	One similar project (R3 million – And above)		10							
	One similar project (R1 million – R2,9 million)		05							
	Non-submission, irrelevant evidence and incomplete evidence			<b>00</b>						
	<ul style="list-style-type: none"> <li>• <i>The bidder must submit appointment letter(s) with the project value, Completion Certificate(s) of each project(s) completed. The letter(s) and certificate(s) must be signed and dated by the client in order to be considered.</i></li> <li>• <i>Bidder must submit appointment letter and completion certificate of the same completed project in order to be allocated points, failure to submit either of the documents, no points will be allocated to the bidder on that particular completed project.</i></li> <li>• <b>Appointment letter (Company Experience) older than 10 years will not be considered as it will be deemed unreliable)</b></li> <li>• <i>Only relevant appointment letters of similar project nature will be considered.</i></li> <li>• <b>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</b></li> </ul>									
2	<b>CLIENT REFERENCE</b>	<b>MAX POINTS 20</b>								
	Excellent	20	20							
	Very good		16							
	Good		12							
	Satisfactory		08							
	Poor		04							
	Non-Submission		00							
	<p>Points allocated for proven track record based on previous completed similar projects executed by tenderer in consideration:</p> <p>Points will be allocated based on (i) Signed and Stamped Reference (in the form issued to the tenderer) by a client representative and responsible Principal Agent; all (i.e. item (i) for the Project in consideration. The Tenderers' performance on the projects MUST be rated by the Client Representative on a scale of 5 -1 (10=Very Good), (08=Good), (06=Satisfactory), (04=Poor 40), (02= Not Acceptable) (0 Non-submission)</p> <p>Points allocated for client reference based on previous completed projects executed by the bidder in consideration:</p> <p>Points will be allocated based on;</p> <p>(i) Receipt of signed and/or stamped client references in the forms supplied in this document</p> <p>(ii) Completion of Client references forms which are contained in this document.</p> <p><b>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</b></p>									
3	<b>QUALIFIED PROFESSIONAL STAFF IN THE STEEL SECURITY FENCING OR PRECAST CONCRETE</b>	<b>MAX POINTS 20</b>								
	Points allocated for required (i) Competencies, (ii) Qualifications (i.e. Degree / Diploma) (iii) Submission of CVs (iv) Submission of relevant certified (not older than 3 months) evidence of qualifications and certifications of allocated personnel (Required Key Project Resources).									
	<b>3.1 Technician /Artisan</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><b>Max</b></td> <td style="text-align: center;"><b>12</b></td> </tr> <tr> <td style="text-align: center;"><b>12 Points</b></td> <td style="text-align: center;"><b>8</b></td> </tr> <tr> <td></td> <td style="text-align: center;"><b>0</b></td> </tr> </table>	<b>Max</b>	<b>12</b>	<b>12 Points</b>	<b>8</b>		<b>0</b>		
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	<table border="1" style="width: 100%;"> <tr> <td colspan="2">(i) 15 years or more experience on projects in relevant category (12)</td> </tr> <tr> <td colspan="2">(ii) 10-15 years experience on projects in relevant category (8)</td> </tr> <tr> <td colspan="2">(iii) Less than 10 years experience on projects in relevant category (0)</td> </tr> </table>	(i) 15 years or more experience on projects in relevant category (12)		(ii) 10-15 years experience on projects in relevant category (8)		(iii) Less than 10 years experience on projects in relevant category (0)				
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(iii) Less than 10 years experience on projects in relevant category (0)										
	<b>3.2 Occupational Health and Safety (Relevant Qualification (Minimum National Diploma / in the build environment professional)</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><b>Max</b></td> <td style="text-align: center;"><b>05</b></td> </tr> <tr> <td style="text-align: center;"><b>5 Points</b></td> <td style="text-align: center;"><b>03</b></td> </tr> </table>	<b>Max</b>	<b>05</b>	<b>5 Points</b>	<b>03</b>				
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	<table border="1" style="width: 100%;"> <tr> <td colspan="2">(i) 10 years or more experience on projects in relevant category (5)</td> </tr> <tr> <td colspan="2">(ii) 5-10 years experience on projects in relevant category (3)</td> </tr> </table>	(i) 10 years or more experience on projects in relevant category (5)		(ii) 5-10 years experience on projects in relevant category (3)						
(i) 10 years or more experience on projects in relevant category (5)										
(ii) 5-10 years experience on projects in relevant category (3)										

	(iii) Less than 5 years experience on projects in relevant category (0)		0	
	<b>3.3 Bricklayer/ Concrete Laborer:</b>			
	(i) 10 years or more experience on projects in relevant category (3)	<b>Max 3 Points</b>	03	
	(ii) 5 -10 years experience on projects in relevant category (1)		01	
	(iii) Less than 5 years experience on projects in relevant category (0)		0	
	<b>NB: Points allocation with submission of all required documented and will be rounded off to the nearest lowest number)</b>			
	<b>Non – Submission</b>		00	
	Non-submission, irrelevant evidence and incomplete evidence.			00
	<b>Bidders must submit CV(s) and original certified copies with dates of the qualification not older than three months in order to be allocated points in this criteria, failure to submit either of the document will results in no points being awarded to the bidder.</b>			
4	<b>RESOURCE PLAN</b>	10	<b>MAX POINTS 10</b>	
	Various Resources Submitted by Company		10	
	Submitted <i>one</i> proof of resources		05	
	Non-submission or No Proof of resources availability submitted		00	
	<b>Resource Plan must be available throughout the duration of the project.</b>			
5	<b>DETAILED COMPANY PROFILE</b>	<b>MAX POINTS 10</b>		
	The company profile should be a detailed preferably in original electronic format. The overall profile will be evaluated on the scale of 1-5 (with 15 = excellent; 12 = very good; 09 = good; 06 = fair; 03 = poor ; 00= Non Submission )	10	Excellent	10
			Very Good	08
			Good	06
			Fair	04
			Poor	02
	Non-Submission		00	
6	<b>FINANCIAL VIABILITY</b>	<b>MAX POINTS 10</b>		
	<ul style="list-style-type: none"> <li>Signed and stamped bank rating Code “A” of R2 Million (whichever greater will be considered) over the period of 12 Months with the bank stamp not older than 12 months; or</li> <li>Recent audited annual financial statements Not older than 12 months with Cash &amp; Cash Equivalent of R2 Million and above signed by auditors and company representative;</li> </ul>	10	10	
	<ul style="list-style-type: none"> <li>Signed and stamped bank rating Code “B” of R1 Million (whichever greater will be considered) over the period of 12 Months with the bank stamp not older than 12 months; or</li> <li>Recent audited annual financial statements with Not older than 12 months with Cash &amp; Cash Equivalent of R1 Million and above signed by auditors and company representative;</li> </ul>		5	
	<b>Non-Submission:</b>			
<ul style="list-style-type: none"> <li>Non submission and thresholds lower than above</li> </ul>	0			
	<b>TOTAL POINTS CLAIMED</b>	100		
	<b>QUALIFYING POINTS AND PERCENTAGE</b>	70 POINTS		70%

***STANDARD CONDITIONS OF TENDER***

## ***Standard Conditions of Tender***

- The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in the tender data, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way affect any decisions taken.

- The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

- a) **Conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organisation, which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

### **Communication and employer's agent**

- Each communication between the employer and a tenderer shall be to or from the Employer or the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent shall be stated at the time of appointment.

### **The employer's right to accept or reject any tender offer**

- The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection.

## **Procurement procedures**

### **General**

All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, **may** be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

At the conclusion of each round of negotiations, tenderers **may** be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers will be advised accordingly when they are to submit their best and final offer.

The contract shall be awarded when the evaluation was done by the panel of not less than three persons and the Employer has the submitted best and final offer.

The employer shall evaluate tenders received during in terms of the method of evaluation stated in the quotation data, and award the contract in terms of these conditions of tender.

## **Tenderer's obligations**

### **Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the quotation data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **Cost of tendering**

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

### **Check documents**

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

### **Confidentiality and copyright of documents**

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

### **Reference documents**

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

### **Acknowledge addenda**

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

### **Clarification meeting**

There will be no clarification meeting for this RFQ.

### **Seek clarification**

Request clarification of the quotation documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance and to ensure that he or she is adequately covered for the duration of the project.

### **Pricing the tender offer**

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer'.

Show VAT payable by the employer separately as an addition to the tendered total of the prices.

Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **Alterations to documents**

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

### **Alternative tender offers**

Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

Accept that an alternative tender offer may be based only on the criteria stated in the quotation data or criteria otherwise acceptable to the employer.

### **Submitting a tender offer**

Submit one tender offer only, either as a single tendering entity to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

Return all returnable documents to the employer after completing them in their entirety by writing in black ink.

Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as the employer issued them.

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.

Seal the original and each copy, where applicable, of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the terms of reference, as well as the tenderer's name and contact address.

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the quotation data.

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

Accept that tender offers submitted by facsimile or the employer will reject e-mail.

### **Information and data to be completed in all respects**

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

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **Tender offer validity**

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

Accept that a quotation submission that has been submitted to the employer may only be withdrawn or substituted by giving the Employer or the employer's agent written notice before the closing time for tenders that a quotation is to be withdrawn or substituted.

#### **Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Clarification of the offer does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### **Provide other material**

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position, preferential arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

Disposal of samples of materials provided for evaluation by the employer, where required.

#### **Inspections, tests and analysis**

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

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

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **Check final draft**

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

#### **Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

#### **The employer's undertakings**

#### **Respond to requests from the tenderer**

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

Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) An individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **Issue Addenda**

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

#### **Return late tender offers**

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

#### **Non-disclosure**

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

#### **Grounds for rejection and disqualification**

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

#### **Test for responsiveness**

Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

#### **Arithmetical errors, omissions and discrepancies**

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

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers:

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

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

Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

### **Clarification of a tender offer**

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

### **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data:

### **Acceptance of tender offer**

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

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

### **Prepare contract documents**

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **Complete adjudicator's contract**

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

### **Provide copies of the contracts**

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

## **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

## CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) 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 the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid 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 bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid 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 bid: 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 bid or any related bids 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 BIDDER, 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 bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may: -
  - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

.....  
**NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S NAME) .....**

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)** .....

.....

**POSTAL ADDRESS** .....

.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

## TERMS AND CONDITIONS

- Quotations must be delivered to the address stated above on or before the quotation closing date and closing time as indicated above.
- No late tenders / 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.
- No services may be rendered without an official purchase order issued by IDT.
- The IDT reserves the right to award the quotation in whole or part or not to award at all.
- The IDT General Conditions of Contract are applicable for all questions unless otherwise specified.
- A Successful Bidders will be will be required to comply with the requirements for Local Production Content at award stage for the applicable designed items by the dti and meet the stipulated threshold.
- The Successful Bidders will be required to comply with the Occupational Health and Safety Act and Regulations ,Act (85 of 1993) ; Compensation for Occupational Injuries and Disease Act (130 of 1993 ); Disaster Management Act ( 57 of 2002); and all relevant legislations throughout the duration of the contract.
- Consideration in making allocations will be made based on the rate, logistical arrangements, CIDB grading and capacity in respect of the number of required fence.
- All schools allocated must be attended to within seven (5) days upon receiving the instruction. Should the appointed supplier fail to supply 30% of the schools allocated within 10 days of the award, the award letter will be cancelled automatically since the service is an urgent intervention.

**The IDT reserves the right to verify ownership and authenticity of logbooks. Any misrepresentation will lead to disqualification and blacklisting of the service provider on the National Treasury list of restricted bidders.**

## **SCOPE OF SERVICES**

1. Respond to all calls for repairs, remedial work, and replacements;
2. Replacement of damaged, worn out, or broken off fence sections;
3. Steel palisade, concrete palisade, and all other fencing systems within the organization;
4. Fencing supply, delivery, and installation as needed;
5. Conduct investigations and provide corrective action on all work pertaining to various fencing systems within the IDT Organization;
6. Responds to all requests as they come in and identifies repair work-related activities with the organization.

## **CENTRAL SUPPLIER DATABASE (CSD) ON TAX COMPLIANCE**

### **IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

#### **"CSD Tax Compliance"**

No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"

Copy of Tax Clearance Certificate with PIN

**Failure to comply with CSD tax compliance will inevitably invalidate the tender.**

## **B-BBEE CERTIFICATE**

***Attached hereto is my / OUR ORIGINAL (CERTIFIED COPY) B-BBEE Certificate issued by a verification agency accredited by SANAS. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.***

## **TAX CLEARANCE**

### **IMPORTANT NOTES:**

2. The following is an abstract from the Preferential Procurement Regulations, 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

#### **"CSD Tax Compliance**

No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"

**Failure to comply with CSD tax compliance will inevitably invalidate the tender.**

**CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY  
REGISTRATION DOCUMENTS**

***Attached hereto is my / our original certified copies of company registration of  
incorporation or company registration documents. My failure to submit the copy with my /  
our tender document will lead to the conclusion that I am / we are not registered as claimed.***

## **CIDB REGISTRATION CERTIFICATE**

***Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.***

***NOTE: The CIDB can be contacted or visited on [www.cidb.org.za](http://www.cidb.org.za) for more information and registration. Obtain a "Code of Conduct for all parties engaged in construction procurement" for you information.***

## CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I could be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHS Act 1993 Construction Regulations 2014 before I could be allowed to proceed with any work under the contract.

SIGNATURE: \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

(of person authorised to sign on behalf of the Tenderer) DATE: \_\_\_\_\_

## **SAFETY HEALTH ENVIRONMENTAL AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN**

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant

**(PLEASE ATTACHED HERE)**

**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 b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20 or 90/10**

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

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

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier

- Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 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</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	PANEL/IDTKN/2022/23	CLOSING DATE:	30 SEPTEMBER 2022	CLOSING TIME:	11H:00
DESCRIPTION	SUPPLY AND INSTALLATION OF ANTI CLIMB HIGH SECURITY FENCE SERVICES IN SCHOOLS WITHIN VARIOUS DISTRICTS OF DEPARTMENT OF EDUCATION - KWAZULU NATAL				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
12 <sup>TH</sup> THE MARINE BUILDING					
22 DOROTHY NYEMBE STREET					
DURBAN					
4001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nondumiso Ndwandwe		CONTACT PERSON	Sibusiso Busani	
TELEPHONE NUMBER	031 369 7400		TELEPHONE NUMBER	031 369 7400	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	NondumisoN@idt.org.za		E-MAIL ADDRESS	SibusisoB@idt.org.za	
<b>SUPPLIER INFORMATION</b>					
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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		
<b>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.</b>					

**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 WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

<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.

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.

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

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.

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid 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 bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - 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 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (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 bidding 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 fulfillment 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 bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:	.....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works 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 NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE LEVEL STATUS 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 STAMP

WITNESSES

1. ....

2. ....

DATE .....

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid 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 date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) 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 services specified in the bidding 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 fulfillment 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 bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	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 STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - SALE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER 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 purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (vii) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1.	.....
3.	.....
DATE:	.....

**CONTRACT FORM - SALE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. ....

4. ....

DATE .....

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**(I) CERTIFICATE FOR COMPANY**

I, ....., Id number ..... chairperson

of the Board of Directors of ..... hereby confirm that by resolution

of the Board (copy attached) taken on 20....., Mr/Ms .....acting

in the capacity of ....., was authorised to sign all documents in

connection with the tender for Contract No ..... and any contract resulting from it, on behalf of the company.

**Chairman:** .....

**As Witnesses: 1.** .....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

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

hereby authorise Mr/Ms ....., acting in the capacity of .....,

to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
ID No.....			

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

**(III). CERTIFICATE FOR PARTNERSHIP**

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

..... hereby authorize Mr/Ms .....

acting in the capacity of ....., to sign all

documents in connection with the tender for Contract No ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ..... , authorized signatory of the company, ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No ..... and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

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

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

Signature of Sole owner: .....

As Witnesses:

1. ....

2. ....

Date: .....

## 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:

Description of services, works or goods	Components	Stipulated minimum threshold
Fabricated structural steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, Splices, Cranks, Kinks, doglegs, spacers, tabs, brackets	100%
Roof and Cladding	Bare steel cladding, galvanized steel cladding, colour coated cladding	100%
Frames	Doors and windows	100%
Fasteners	Bolts, Nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nail/tacks, springs and screws	100%
Ducting and Structural pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural support	100%
Gutters, Downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems.	100%

Steel Construction Materials	Local Content Threshold
Plates >4.5mm thick and supplied in flat pieces	100%
Sheets <4.5mm thick and supplied in coils	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections Channels; Angles, I-Beams and H-Beams	100%
Reinforcing bars	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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](http://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.

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

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

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

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

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

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](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:

- 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).

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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







## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

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

<b>Note: VAT to be excluded from all calculations</b>
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	Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
		(E6)	(E7)	(E8)
		<b>(E9) Total local products (Goods, Services and Works)</b>		R O
(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)		R O
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R O
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)		R O
			<b>(E13) Total local content</b>	R O
			<b>This total must correspond with Annex C - C24</b>	

**Signature of tenderer from Annex B**

Date:

