



Tender No.:SCMU10-22/23-0007

**CONSTRUCTION OF
MTHATHA TRAFFIC STATION**

for

Eastern Cape Department of Transport

ISSUED BY:
PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
PRIVATE BAG X0023
BHISHO
5605

NAME OF CONTRACTOR_____

PROVINCE OF THE EASTERN CAPE: DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0007

CONSTRUCTION OF MTHATHA TRAFFIC STATION

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THE TENDER

PART T1: TENDER PROCEDURES

T 1.1 TENDER NOTICE AND INVITATION TO TENDER

The Department of Transport hereby invites submissions from suitably qualified and experienced **(6 GB)** Contractors to provide a bids for:

| Tender Number | Description | Tender Briefing | Tender Closing Date and Time |
|----------------------|---|---|-------------------------------------|
| SCMU10-22/23-0007 | Construction of Mthatha Traffic Station | 18 July 2022 at Dalindyebo Depot, Gerald Hawks Street. Mthatha. | 08 August 2022 at 11:00 |

Only respondents who have in their full-time employment at least Contracts manager with demonstrated capabilities in renovations and paving are eligible to have their Tender evaluated.

The contract will be for a period of **twelve (12) months**. The services will be provided to the Department's Head Office in King William's Town.

Contractors must take particular note of the following:

- Contractors must be registered on Central Supplier Database (CSD) and must submit a copy of the CSD registration report with the Tender.
- With regard to evaluation of tenders on functionality, it is a specific requirement that the Contractor must be able to demonstrate his/her ability to carry out the service required. Scores for quality will not be included in points allocated for price or preference.
- Contractors will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 regulations thereto.
- A Contractor is required to submit an original and valid B-BBEE status level verification certificate, sworn affidavits or a certified copy thereof together with his/her tender to substantiate his/her B-BBEE rating claim.
- A Contractor who does not possess a B-BBEE status verification certificate will not qualify to claim points for B-BBEE status level of contribution; only points for price will be considered.
- A Tax compliance status pin code must be submitted with the tender.
- All the forms contained in this tender document shall be completed.

Failure to supply all supplementary information may result in the tender being deemed to be non-responsive and may not be considered.

- No late, telephonic, posted, e-mailed or faxed tenders will be considered.
- The Department reserves the right to not award the contract to any Contractor.
- Bid Documents will be available on the website from the **08 July 2022**, www.ectransport.gov.za/tenders

Queries relating to this document may be addressed to:

| Technical related queries/ BMK Group | | Supply Chain related queries |
|--|---|---|
| Mr. S. Ndlela Tel: 043 604 7435 Cell: 083 210 7859 E-mail: siyabonga.ndlela@ectransport.gov.za or llmndlela27@gmail.com | Mr. Prenolan Thaver Tel: 031 566 1160 Cell: E-mail: prenolan@bmkggroup.co.za | Mr. P. Nqikashe or Mr. M. Cwili Tel: 043 604 7727 Cell: 067 419 8001/ 067414 2504 E-mail: philasande.nqikashe@ectransport.gov.za or Mandiphiwe.cwili@ectransport.gov.za |

The closing time for receipt of Tenders is **11:00 on 08 August 2022**.

Requirements for sealing, addressing, delivery, opening and assessment of Tenders are stated in the Tender Data.

INVITATION TO BID

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT

TENDER NUMBER: **SCMU10-22/23-0007**CLOSING DATE: **08 AUGUST 2022**CLOSING TIME: **11:00****DESCRIPTION:**

CONSTRUCTION OF MTHATHA TRAFFIC STATION

The successful Contractor will be required to fill in and sign a written Contract Form

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT

Department of Transport, Entrance Foyer C, Stellenbosch Park, Fleming Street, KING WILLIAM'S TOWN 5601.

Contractor should ensure that Tenders are delivered timeously to the correct address. If a Tender is late, it will not be accepted for consideration.

The Tender box is generally open on weekdays (Monday to Friday) from 08:00 to 16:30.

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

THIS TENDER IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC2010 2nd Edition) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF CONTRACTOR

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER

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

EMAIL ADDRESS.

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (ECBD 2)? YES/NO

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Province of the Eastern Cape Department of Transport

SIGNATURE OF CONTRACTOR.....

DATE.....

CAPACITY UNDER WHICH THIS TENDER IS SIGNED.....

TOTAL TENDER PRICE (IN FIGURES):

TOTAL TENDER PRICE (IN WORDS):

.....

.....

T 1.2 TENDER DATA

| Clause number | Description / Comment |
|---------------|--|
| | <p>The conditions of tender are those contained in the latest edition of SANS 10845-3, <i>Construction Procurement – Part 3: Standard conditions of tender</i>.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies</p> |
| F.1.1 | The Employer is the Department of Transport, Province of the Eastern Cape. |
| F.1.2 | <p>The Project Document issued by the Employer comprises the following:</p> <p>THE TENDER</p> <p>Part T1: Tender procedures: T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2 : Returnable documents : T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing data C2.1 Pricing instructions C2.1 Pricing Schedules</p> <p>Part C3: Scope of work</p> <p>DRAWINGS</p> <p>The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice</p> |
| F.1.4 | <p>The name and contact details of the Employer's agent are as follows:</p> <p>Name: P.Thaver BMK Consulting Engineers Office 218, 45 Richefond Circle Umhlanga 4319</p> <p>Tel.</p> <p>Cell. 031 566 1160</p> <p>e-mail: prenolan@bmkgroup.co.za</p> |

| Clause number | Description / Comment |
|---------------|---|
| F.2.1 | <p>Eligibility</p> <p><i>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</i></p> <p><i>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6(GB) / 5GB PE class of construction work, are eligible to have their tenders evaluated.</i></p> <p><i>Joint ventures are eligible to submit tenders provided that:</i></p> <ol style="list-style-type: none"> <i>1. every member of the joint venture is registered with the CIDB;</i> <i>2. the lead partner has a contractor grading designation in the 6 (GB) / 5GB PE class of construction work; and</i> <i>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6(GB) class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</i> <p><i>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</i></p> <ol style="list-style-type: none"> <i>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a 6(GB) class of construction work; and</i> <i>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:</i> <ol style="list-style-type: none"> <i>1) the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and</i> <i>2) The employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</i> <p>Company Work Experience</p> <p><i>The tenderer must have successfully implemented at least three similar projects at a value of (15 million) each in the past five years (including structures such as Schools Community Halls, Police Station etc.) and produce proof in a form of appointment letter and completion letter from the client i.e. province or metropolitan district or local municipality.</i></p> <p>Key Personnel:</p> <p>Site Agent must: <i>National Diploma / Degree in built environment with certified copy be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48 of 2000) SACPCMP or be registered as a Pr. QS with a relevant Council (SACQSP) and must submit a certified copy of good standing with the relevant council, suitably and verifiably experienced with a minimum of 10 years' of which a minimum of 5 years' of experience as a Site Agent in building structures (such as Schools Community Halls, Police Station etc), with registration as stated above. The CV of the candidate must indicate the position, duration of employment in the company, (3) project completed (such</i></p> |

| Clause number | Description / Comment |
|---------------|--|
| | <p>as Schools Community Halls, Police Station etc), client and contact details of the client.</p> <p>Site Foreman: National Diploma /Trade Test certificate in building construction environment certified copy, minimum of 5 years of experience as a Foreman The CV of the candidate must indicate the position, duration, and (5) completed projects with minimum value of R20 Million, client and contact details of the client.</p> <p>Safety officer: must be available at commencement of the contract and for the full duration of the contract with Safety Management Certificate equivalent to NQF level 6 (Construction Regulations or equivalent) be registered as Construction Health and Safety Officer/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48 of 2000) SACPCMP suitably and verifiably experienced with a minimum of 3 years work experience, and must be registered as OHS Practitioner with projects in built environment field. The CV of the candidate shall indicate the position, duration, project completed, client and contact details of the client.</p> |
| F.2.7 | There will be compulsory briefing meeting for this Request for Tender |
| F. 2.9 | The Employer does not provide insurance. |
| F. 2.10 | <p>Pricing the tender offer</p> <p>(a)Value Added Tax The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</p> <p>(b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.</p> <p>(c) Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.</p> |
| F.12.11 | <p>Alterations to documents</p> <p>A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.</p> |
| F.2.12 | <p>Alternative Tenders</p> <p>No alternative tender will be considered</p> <p>If a tenderer wishes to submit an alternative tender, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount Tendered for the alternative offer to cover the employer's costs in confirming the acceptability of the detailed design</p> |
| F.2.13 | Submitting of TENDER |

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|--|--|----------------------|--------------|----------------------|--|--------------------------------|----|----------------------|----|---|---|----|-------------------------------------|----|---|---|----|------------------------------------|----|---|--|----|-----------------------------------|---|--|--------------------------------------|----|--|---|--------------------------------------|---|---|--|-----|
| F.2.13.1 | The Tenderer may not make an offer for only part of the services as defined in the Scope of Work. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.2.13.3 | a) No copies of Tenders are required. Tenders shall be submitted as an original only. b) Additional documentation shall be submitted in a separate, properly bound document. c) Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies. Under no circumstances whatsoever may the tender forms be retyped or redrafted. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.2.13.6 | A two-envelope procedure will not be followed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.2.13.7 | The Employer's address for delivery of Tenders is: Tender Box Department of Transport, Entrance Foyer C, Stellenbosch Park Fleming Street, King William's Town, 5601. and identification details to be shown on the Tender offers are: CONSTRUCTION OF MTHATHA TRAFFIC STATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.2.15 | The closing time for submission of Tenders is 11:00 on 12 November 2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.2.16 | Tenders shall remain valid for a period of ninety (90) days from the closing time stated in F.2.15. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.2.23 | An <u>original and valid</u> Tax Clearance Certificate issued by the South African Revenue Services ("SARS") must be submitted with the Tender to certify that the Contractor's taxes are in order. If the submission is made simultaneously with other Tenders/bids or tenders to the Department, or an original valid Tax Clearance Certificate has been submitted previously that is valid at the time of this submission, then a cross reference must be made to the other Tender/bid or tender within the Department. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.3.4 | Tenders will be opened after the closing time for submission at the Department's offices in King William's Town. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.3.11 | <div>The quality criteria and maximum score in respect of each of the criteria are as follows:</div> <table><tr><th>Quality criteria</th><th>Sub criteria</th><th>Maximum no of points</th></tr><tr><td rowspan="2">Tenderer's Relevant experience on Similar previous projects (Q1) and submit the completion certificate Maximum – points 40</td><td>Completed 4 projects and above</td><td>40</td></tr><tr><td>Completed 3 projects</td><td>20</td></tr><tr><td rowspan="2">Site Agent, (Q2) and submit a copy of a CV Maximum- 20 points</td><td>15 years and above of experience is 20 points</td><td>20</td></tr><tr><td>10 years of experience is 10 points</td><td>10</td></tr><tr><td rowspan="2">Foreman Q3) and submit a copy of a CV maximum – 20 points</td><td>10 years and above of experience is 20 points</td><td>20</td></tr><tr><td>5 years of experience is 10 points</td><td>10</td></tr><tr><td rowspan="2">Safety Officer(Q4) and submit a copy of a CV(Qualification) Maximum – 10 points</td><td>6 years and above of experience is 10 points</td><td>10</td></tr><tr><td>3 years of experience is 5 points</td><td>5</td></tr><tr><td rowspan="3">Location of the Organisation. (Q5) Maximum – 10 points</td><td>Local municipality will be 10 points</td><td>10</td></tr><tr><td>Eastern Cape Province will be 5 points</td><td>5</td></tr><tr><td>Outside the Province will be 1 point</td><td>1</td></tr><tr><td colspan="2">Maximum possible score for quality (NQ)</td><td>100</td></tr></table> | Quality criteria | Sub criteria | Maximum no of points | Tenderer's Relevant experience on Similar previous projects (Q1) and submit the completion certificate Maximum – points 40 | Completed 4 projects and above | 40 | Completed 3 projects | 20 | Site Agent, (Q2) and submit a copy of a CV Maximum- 20 points | 15 years and above of experience is 20 points | 20 | 10 years of experience is 10 points | 10 | Foreman Q3) and submit a copy of a CV maximum – 20 points | 10 years and above of experience is 20 points | 20 | 5 years of experience is 10 points | 10 | Safety Officer(Q4) and submit a copy of a CV(Qualification) Maximum – 10 points | 6 years and above of experience is 10 points | 10 | 3 years of experience is 5 points | 5 | Location of the Organisation. (Q5) Maximum – 10 points | Local municipality will be 10 points | 10 | Eastern Cape Province will be 5 points | 5 | Outside the Province will be 1 point | 1 | Maximum possible score for quality (NQ) | | 100 |
| Quality criteria | Sub criteria | Maximum no of points | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tenderer's Relevant experience on Similar previous projects (Q1) and submit the completion certificate Maximum – points 40 | Completed 4 projects and above | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Completed 3 projects | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Agent, (Q2) and submit a copy of a CV Maximum- 20 points | 15 years and above of experience is 20 points | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 10 years of experience is 10 points | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Foreman Q3) and submit a copy of a CV maximum – 20 points | 10 years and above of experience is 20 points | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 5 years of experience is 10 points | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Safety Officer(Q4) and submit a copy of a CV(Qualification) Maximum – 10 points | 6 years and above of experience is 10 points | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 3 years of experience is 5 points | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Location of the Organisation. (Q5) Maximum – 10 points | Local municipality will be 10 points | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Eastern Cape Province will be 5 points | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Outside the Province will be 1 point | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum possible score for quality (NQ) | | 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Clause number | Description / Comment | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--|-------------------------------------|--------|---|----|---|----|---|----|---|----|---|---|---|---|---|---|---|---|----------------|---|
| | | | | | | | | | | | | | | | | | | | | | |
| F.3.11 | Contractors must ensure that they submit the supporting information in respect of the quality criteria <u>under the headings as reflected in the table above.</u> | | | | | | | | | | | | | | | | | | | | |
| F.3.11 | <u>All Tenders that fail to score a minimum of 60 out of a possible 100 points for quality will not be further considered.</u> | | | | | | | | | | | | | | | | | | | | |
| F.3.11 | Scores for quality will not be included in points allocated for price or preference in terms of the Preferential Procurement Policy Framework Act. | | | | | | | | | | | | | | | | | | | | |
| F.3.11 | <p>EVALUATION OF TENDERS</p> <p>Tenders will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto in the following manner:</p> <p><u>Calculation of points for Price:</u></p> <p>80 points will be awarded to the Contractor submitting the lowest price (all other Contractors will receive points proportionately thereto):</p> $N_{FO} = 80 \times \left(1 - \frac{(P - P_m)}{P_m}\right)$ <p>where W_1 is the number of Tender evaluation points for financial offer and equals 80 P_m is the lowest acceptable Tender price P is the price of the Tender under consideration</p> <p><u>Calculation of points for B-BBEE status level of contribution</u></p> <p>Points will be awarded to a Contractor for attaining the B-BBEE status level of contribution in accordance with the table below.</p> <p>A Tender will not be disqualified from the evaluation process if the Contractor does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a Contractor will score zero out of the 20 points available for the B-BBEE status.</p> <table border="1"> <thead> <tr> <th>B-BBEE Status level of Contribution</th><th>Points</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>16</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non –Compliant</td><td>0</td></tr> </tbody> </table> | B-BBEE Status level of Contribution | Points | 1 | 20 | 2 | 18 | 3 | 16 | 4 | 12 | 5 | 8 | 6 | 6 | 7 | 4 | 8 | 2 | Non –Compliant | 0 |
| B-BBEE Status level of Contribution | Points | | | | | | | | | | | | | | | | | | | | |
| 1 | 20 | | | | | | | | | | | | | | | | | | | | |
| 2 | 18 | | | | | | | | | | | | | | | | | | | | |
| 3 | 16 | | | | | | | | | | | | | | | | | | | | |
| 4 | 12 | | | | | | | | | | | | | | | | | | | | |
| 5 | 8 | | | | | | | | | | | | | | | | | | | | |
| 6 | 6 | | | | | | | | | | | | | | | | | | | | |
| 7 | 4 | | | | | | | | | | | | | | | | | | | | |
| 8 | 2 | | | | | | | | | | | | | | | | | | | | |
| Non –Compliant | 0 | | | | | | | | | | | | | | | | | | | | |
| F.3.11 | <p>The total number of bid evaluation points (T_{EV}) for responsive bids for each of the offers will be calculated in accordance with the following formula:</p> $T_{EV} = N_{FO} + N_P$ <p>where: N_{FO} is the number of Tender evaluation points awarded for financial offer N_P is the number of Tender evaluation points awarded for B-BBEE status</p> | | | | | | | | | | | | | | | | | | | | |

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| Clause number | Description / Comment |
|----------------------|---|
| F.3.11 | The Tender will be awarded to the responsive Contractor who has scored the highest points, unless there are justifiable, objective reasons to award the Tender to another Contractor. However, the Department retains the right not to accept any Tender. |
| | <p>Tenders will only be accepted if the Contractor, or any of its directors, have not –</p> <ul style="list-style-type: none">a) abused the Employer's supply chain management system;b) committed fraud or any other improper conduct in relation to such system; orc) failed to perform any previous contract and has been given a written notice to this effect <p>In order to give effect to the above, the Compulsory Enterprise Questionnaire in Part T2.2 must be completed and submitted with the Tender.</p> |
| F3.17 | The number of paper copies of the signed contract to be provided by the Employer is one. |

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Contractor must complete the following returnable documents:

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- Certificate of Authority for Joint Ventures
- Record of Addenda to Tender documents
- Compulsory Enterprise Questionnaire
- A copy of the Central Supplier Database(CSD) registration report
- Declaration of Interest (Form ECBD 4)
- Preference Points Claim Form (Form ECBD 6.1)
- Declaration Certificate for Local Production and Content (Form ECBD 6.2)
- Declaration of Contractor's Past Supply Chain Management Practises (Form ECBD 8)
- Certificate of Independent Contractors Determination (Form ECBD 9)
- Evaluation Schedule: Scoring of Functionality
- Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- BBBEE Certificate / Sworn Affidavit
- Execution Programme
- Contractor's Health and Safety Declaration
- Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014.

2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

- Personnel Schedule

3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- C1.1 Offer and Acceptance
- C1.2 Contract Data
- C2.2 Pricing Schedule

T2.2 RETURNABLE DOCUMENTS AND SCHEDULES

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise

Mr/Ms....., authorised signatory of the
company....., acting in the capacity of the lead partner, to sign all
documents in connection with the Tender offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|---|
| Lead partner | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer.

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Contractor

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed _____

Date _____

Name _____

Position _____

Contractor _____

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all tender 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, CONTRACTORS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this Tender is estimated to be less than R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

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

1.3.1 The maximum points for this Tender are allocated as follows:

| | POINTS |
|---|---------------|
| 1.3.1.1 PRICE | 80 |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
| 1.4 Failure on the part of a Contractor to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the Tender will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. | |
| 1.5 The purchaser reserves the right to require of a Contractor, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser. | |

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Bid or Tender (or 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 services, works or goods, through price Tenders, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a Tender by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the Tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a Contractor;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of Tender invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Contractor obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more Tenders have scored equal total points, the successful Tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more Tenders be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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 comparative price of Tender under consideration

P_t = Comparative price of Tender under consideration

P_{\min} = Comparative price of lowest acceptable Tender

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Contractor for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 8 | 16 |
| 4 | 6 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 Contractors who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Contractors other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender/bid documents that such a Contractor intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Contractor qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

- 8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional Contractor
☐ Other Contractors, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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 Tender 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) restrict the Contractor or contractor, its shareholders and directors, or only the

shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

| |
|---|
| <p>..... SIGNATURE(S) OF BIDDER</p> |
|---|

DATE:.....

ADDRESS:

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where

only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

- Fabricated Steel: reinforcement, column, beams, bracings etc. 100%
- All fence products 100%
- Frames: Door and window frames 100%
- Gutters and down pipes 100%

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (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.
- (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, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

| | | | |
|--------------------------------|------|----|-----|
| (C1) Tender No. | | | |
| (C2) Tender description: | | | |
| (C3) Designated product(s) | | | |
| (C4) Tender Authority: | | | |
| (C5) Tendering Entity name: | | | |
| (C6) Tender Exchange Rate: | Pula | EU | GBP |
| (C7) Specified local content % | | | |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | |
|------------------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
| | | R | | | | R | |
| | | R | | | | R | |
| | | R | | | | R | |
| | | R | | | | R | |
| | | R | | | | R | |
| | | R | | | | R | |
| | | R | | | | R | |
| | | R | | | | R | |

| Tender summary | | | |
|----------------|--------------------|---------------------------------|------------------------|
| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C16) | (C17) | (C18) | (C19) |
| | R | | |
| | R | | |
| | R | | |
| | R | | |
| | R | | |
| | R | | |
| | R | | |
| | R | | |

(C20) Total tender value R

(C21) Total Exempt imported content R

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

(C23) Total Imported content R

(C24) Total local content R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

A. Exempted imported content

Calculation of imported content

Summary

[illegible]

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

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

B. Imported directly by the Tenderer

Calculation of imported content

Summary

[illegible]

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

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

Calculation of imported content

Summary

[illegible]

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

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

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

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

Signature of tenderer from Annex B

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

Date:

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

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| | | | | | |
|------|------------------------|--|--|--|---|
| (E1) | Tender No. | | | | Note: VAT to be excluded from all calculations |
| (E2) | Tender description: | | | | |
| (E3) | Designated products: | | | | |
| (E4) | Tender Authority: | | | | |
| (E5) | Tendering Entity name: | | | | |

| | | | | | |
|-------|---|--|--|--|-----|
| (E10) | Manpower costs | (Tenderer's manpower cost) | | | R 0 |
| (E11) | Factory overheads | (Rental, depreciation & amortisation, utility costs, consumables etc.) | | | R 0 |
| (E12) | Administration overheads and mark-up | (Marketing, insurance, financing, interest etc.) | | | R 0 |
| | | | | (E13) Total local content | R 0 |
| | | | | This total must correspond with Annex C - C24 | |

Date:

Evaluation Schedule: Scoring of Functionality

To help in Risk determination, functionality will be scored, but the scores will not be added to the Price and B-BBEE final points. Points will be awarded according to criteria below. A minimum functionality score of **60 out of 100** is required in order to move to the next stage where the tenderer will be evaluated on Price and B-BBEE for consideration under the contract.

$$NQ = (Q1 + Q2 + Q3):$$

Where;

- NQ* is the total number of tender evaluation points awarded for the functionality (**max 100**);
- Q1* is the points scored for tenderer's experience on similar previous projects (**max 40**);
- Q2* is the points scored for the qualification and experience of the Site Agent (**max 20**)
- Q3* is the points scored for the qualification and experience of the Site Foreman (**max 20**)
- Q4* is the points scored for the qualification and experience of the and Health and Safety Officer (**max 10**)
- Q5* is the points allocated for the location of the Organisation (**max 10**)

Proposed Organization and Staffing (Q1)

The Service Provider should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Service Provider must include his / her organization and staffing proposals in a separately bound document.

The scoring of the proposed organization and staffing will be as follows:

| | |
|------------------------------------|---|
| Poor (score 40) | The organization chart is sketchy, or the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities. |
| Satisfactory (score 70) | The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate, and staffing is consistent with both timing and deliverables. |
| Good (score 90) | Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short term experts. Some members of the project team have worked together before on limited occasions. |
| Very good (score 100) | Besides meeting the "good" rating, the proposed team is well integrated, and several members have worked together extensively in the past. |

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Service
Provider

Functionality Points Awarded

Tenderer's relevant experience on similar previous projects (Q1):

Points will be scored for the Tenderer's experience in successful completion of similar previous projects. Maximum 40 points will be scored for companies who have successfully completed four (4) or more **similar previous projects**. 20 Points will be awarded for companies who have successfully completed three every similar previous project.

Experience of the Site Agent (Q2):

Points will be scored according to the experience of the proposed **Site Agent**. Maximum 20 points will be scored for a site agent who has 15 years of work experience and 10 points will be scored for a site agent who has 10 years of work experience.

Experience of the Foreman (Q3):

Points will be scored according to the experience of the proposed **Foreman**. Maximum 20 points will be scored for a site agent who has 10 years of work experience and 10 points will be scored for a Foreman who has 5 years of work experience.

Experience of the Safety Officer (Q4):

Points will be scored according to the experience of the proposed **Safety officer**. Maximum 10 points will be scored for a Safety Officer who has 10 years of work experience and 5 points will be scored to Safety Office who has 5 years of work experience.

Tenderers must complete the relevant schedule to be eligible for scoring of the relevant points.

Location of Key Staff (Q5):

Points will be awarded based on proximity to the Construction Site. The Contractors ability to respond to such requirements will be evaluated as stipulated on **Evaluation Schedule: Location of Organisation**. Local Municipality Points will be allocated Maximum 10 points; Province will be allocated 5 points and out of the province will be 1 point scored with the proof of Centralized Supplier Data base (CSD)

The Contractor shall provide information in respect of all information required for Point Scoring Functionality in the following forms

| Item | Description | Name of Employer, contact person and telephone number, where available | Description of work (service) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Date completed | Points Awarded by Employer |
|--------------------------|---|--|-------------------------------|---|----------------|----------------------------|
| (Q2) | Tenderer's relevant experience on Similar previous projects: (Maximum 40 points) <i>(Attach Company Profile)</i> | 1. | | | | |
| | | 2. | | | | |
| | | 3. | | | | |
| | | 4. | | | | |
| | | 5. | | | | |
| | | 6. | | | | |
| Points awarded out of 40 | | | | | | |

| Item | Description | Name of Employer, contact person and telephone number, where available | Description of work (service) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Date completed | Points Awarded by Employer |
|--------------------------|---|--|-------------------------------|---|----------------|----------------------------|
| (Q3) | Experience of the Site Agent , on similar previous projects: (Maximum 20 points) <i>(Attach CV)</i> | 1. Site Agent. | | | | |
| | | | | | | |
| | Foreman Q3) and submit a copy of a CV (Maximum 20 points) | 2. Site Foreman | | | | |
| | | | | | | |
| | Safety Officer(Q4) and submit a copy of a CV (Maximum 10 points) | 4. OHS Officer | | | | |
| | | | | | | |
| Points awarded out of 50 | | | | | | |

Evaluation Schedule: Location of the Organisation (Q4)

The scope of work is such that key staff on the project will be required to be knowledgeable about the local dynamics of the environment in the Eastern Cape and be available at short notice to be present during discussions and meetings at, or near, Mthatha's Local Municipality. The Contractors ability to respond to such requirements will be evaluated on the following basis:

- The Contractor is based outside the Eastern Cape 0
- The Contractor (including the head office of the organisation) based in the Eastern Cape 5
- The Contractor (including the head office of the organisation) based within King Sabata Dalindyebo LM 10

Bidders shall therefore provide details of the location of key personnel to be assigned to the project as per the format in the Table below.

| Designation | Name | Location | Functions and responsibilities |
|---------------|------|----------|--------------------------------|
| Site Agent: | | | |
| Site Foreman | | | |
| OHS Officer | | | |
| Team Member 4 | | | |
| Team Member 5 | | | |

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Contractor

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1: AGREEMENT AND CONTRACT DATA:**C1.1 FORM OF OFFER AND ACCEPTANCE**

TO: The Project Manager,
 Stellenbosch Park
 Fleming Street
 Schornville
 KING WILLIAM'S TOWN
 5601

OFFER:

The employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Construction of Mthatha Traffic Station

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

_____ Rand (in words); R_____ (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

FOR THE TENDERER:

| | |
|----------------------------------|--------------|
| | _____ |
| | Signature(s) |
| | _____ |
| | Name(s) |
| | _____ |
| | Capacity |
| Name and address of organisation | _____ |
| | _____ |
| Signature and name of witness | _____ |
| | Signature |
| | _____ |
| | Name |
| | _____ |
| | Date |

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ACCEPTANCE

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

Name and address of organisation

Signature and name of witness

Signature

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

| | |
|--------------------|-------|
| 1. Subject: | _____ |
| Details: | _____ |
| | _____ |
| 2. Subject: | _____ |
| Details: | _____ |
| | _____ |
| 3. Subject: | _____ |
| Details: | _____ |
| | _____ |
| 4. Subject: | _____ |
| Details: | _____ |
| | _____ |
| 5. Subject: | _____ |
| Details: | _____ |
| | _____ |
| 6. Subject: | _____ |
| Details: | _____ |
| | _____ |

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer hereby agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

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For the Tenderer:

For the Employer:

Signature

Name

Capacity

Name and address of organisation:

Name and address of organisation:

Witness
Signature

Witness
Name

Date

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day) of _____ (month) 20__ at _____ (place)

For the Contractor:

Signature(s)

Name(s)

Capacity

Signature and name of witness

Signature

Name

Date

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following Contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is **12 months**.

Clause 1.1.1.14:

The time for achieving Practical Completion of the whole of the Works is **twelve (12) months**.

Clause 1.1.1.15:

The name of the employer is **Eastern Cape Department of Transport**.

Clause 1.1.1.26:

The Pricing Strategy is Re-measurement Contract.

Clause 1.2.1.2:

The address of the Employer is:

Physical Address: **Stellenbosch Park, Fleming Street Schornville, KING WILLIAM'S TOWN, 5601.**

Postal Address: **Department of Transport, Private Bag X0023, BHISHO, 5605**

E-mail Address: siyabonga.ndlela@ectransport.org.za or llmndlela27@gmail.com or wswart@advtech.co.za

Clause 1.1.1.16:

The name of the engineer is **BMK Consulting Engineers**.

Clause 1.2.1.2:

The address of the engineer is:

Physical Address: **Office 218, 45 Richefond Circle, Umhlanga, 4319.**

Postal Address: **Office 218, 45 Richefond Circle, Umhlanga, 4319.**

E-mail Address: prenolan@bmkgroup.co.za or admin@bmkgroup.co.za

Clause 5.3.1:

The documentation required before commencement with Works execution is:

Health and Safety Plan (Refer Clause 4.3)

Initial Programme (Refer Clause 5.6)

Security (Refer Clause 6.2)

Insurance (Refer Clause 8.6)

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Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is 14 days.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- (1) Statutory public holidays; and
- (2) The year-end break as determined by the South African Federation of Civil Engineering Contractors or other recognised appropriate body.

Clause 5.13.1:

The penalty for failing to complete the Works is R 2000 per day by which agreed timeframes for specific deliverables are exceeded to a maximum amount of R 16 000.00 day.

Clause 5.16.3:

The latent defect period is 10 years.

Clause 6.10.1.5:

The percentage advance on materials not yet built into Permanent Works is 0 (zero) percent.

Clause 6.10.3:

The limit of retention money is 10 percent of Offer Sum excluding Value Added Tax.

Clause 6.10.5:

One half of the retention money shall become due and shall be paid to the Contractor 3 months after the Engineer has issued a Certificate of Completion in terms of Clause 5.14.4.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 200 000 (Two Hundred Thousand Rand).

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R20 000 000.

Clause 10.5.3:

The number of Adjudication Board Members to be appointed is one.

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PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9:

The name of the contractor is _____

Clause 1.2.2:

The address of the contractor is:

Physical Address: _____

Postal Address: _____

e-mail Address: _____

Fax No: _____

Clause 6.2.1:

The security to be provided by the Contractor shall be a Performance guarantee of 10% of the Contract Sum excluding VAT.

PART C2: PRICING DATA

PART C2: PRICING DATA**PART C2.1: PRICING INSTRUCTIONS****C2.1.1 GENERAL**

C2.1.1.1 A word or phrase in bold type in the Pricing Data shall have the meaning assigned to it in the definitions listed in the Conditions of Contract, Contract Data, and the General Conditions of Contract for Construction Works (2010) (Second Edition) and the Model Preambles for Trades 2008 as issued by the Association of South African Quantity Surveyors. A word or phrase not in bold type shall be interpreted in the context of its usage.

C2.1.1.2 Tenderers are to allow for wages which are not less than the Bargaining Council for the Civil Engineering Industry (BCCEI) agreed wage rates.

C2.1.1.3 The agreement is based on the Conditions of Contract as specified in Part C1.2.

C2.1.1.4 Bills of Quantities: Except where indicated otherwise, the quantities of and classes and kinds of works set out in these Bills of Quantities are provisional and do not purport to represent the final quantities of and classes and kinds of work eventually required to be done. The quantities of and classes and kinds of work contained herein have been set down solely in order to form a basis for obtaining competitive tenders.

The Bills of Quantities are not to be used for ordering materials under any circumstances whether this be with regard to description or specification of materials or goods required, or with regard to quantities. Failure to comply with this condition is entirely at the Contractor's own risk. The Contractor shall be obliged upon instruction of the Principal Agent to execute such quantities of and classes and kinds of work as the Principal Agent in his sole discretion may deem necessary or which, in the Principal Agent's opinion, become expedient from time to time or which may be required to meet the Employer's requirements, whether or not such quantities of and classes or kinds of work may appear in these Bills of Quantities or the contract drawings.

The consideration payable to the Contractor in respect of the works shall be determined by the Agent by the application of the rates contained in the priced Bill of Quantities to the quantities of and classes and kinds of work actually executed, which quantities of and classes and kinds of work shall be determined by the Agent. The rates contained in the priced Bills of Quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the quantities of work set out in these Bills of Quantities and the quantities of work actually executed, nor as a result of any variation whatsoever between the contract sum and the final value of works.

C2.1.1.5 Budgetary Allowances and Provisional Sums: All items described as "Budgetary Allowance" shall be used as directed by the Employer and measured and valued and paid for.

No work for which "Budgetary Allowance" items are allowed shall be commenced without written instructions from the Principal Agent. The contractor is duly informed in this document that the Budgetary Allowance Items are completely subject to the discretion of the employer and will only form part of the contract value once duly authorised by the employer and executed by the contractor to the full satisfaction of the principal agent, irrespective of the fact that the Budgetary Allowance formed part of the contract sum.

C2.1.1.6 Prime Cost Amounts: Prime cost amounts are a net allowance (excluding VAT), for materials only, and the tenderer should allow for the necessary labour, wastage, profit, etc in pricing these items.

C2.1.1.7 Value Added Tax: The tendered price must include for Value Added Tax (VAT). All rates, provisional sums, etc in these Bills of Quantities must however be net with VAT calculated and added to the total value thereof as provided for in the Final Summary.

PART C2.2: PRICING SCHEDULE

The Bill of Quantities follows and comprises of 110 pages

NOTE: TENDERERS ARE REQUIRED TO PRICE THE ENTIRE DOCUMENT AT THE TIME OF TENDER

See attached Bill of Quantities as

Annexure 1

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORKS**C3.1 PROJECT DESCRIPTION****C3.1.1 Scope**

The work covers the Construction of the Mthatha Traffic Station

C3.1.2 Description of Site and Access

The project is located in Mthatha, in the Eastern Cape adjacent to the N2.

Bidders shall visit the site of the work and make allowances in their bids for such conditions as in the sole opinion of the bidder are warranted. The ECDOT makes no warranty as to the conditions of the site.

C3.1.3 Details of the Contract

The work to be performed as part of this Contract mainly consists of the activities listed below. This list is not necessarily complete, nor will it limit the extent of work to be carried out under this Contract.

Construction of administration office, testing office, gatehouse, bin area and external works including roads and parking, sewer, stormwater and potable water.

C3.1.4 Standards of Materials

The standard and SABS approved material be used

C3.2 MEASUREMENT AND PAYMENT

As per the pricing schedule in C2.2.

C3.3 CONSTRUCTION PROGRAMME

The time for completion of this Contract is **12 Months**.

The Contractor shall submit his program within the time stated in the Appendix to the Engineer or his/her representative in bar chart form showing clearly, in addition to the requirements of Clause 15 of the General Conditions of Contract, the following:

- The various stages of work planned to be completed per month to suit the overall programme.
- Critical path activities
- Anticipated value of work to be done during each month.
- His labour resources schedule which must distinguish between the Contractor's permanent labour and his temporary local labour employment.
- Take into consideration expected weather conditions and their effects (e.g. for curing of concrete).
- All other actions required in terms of this document.

The Engineer or his/her representative will agree on a general programme of work per route section with the Contractor and any changes to this programme will be finalized with the Contractor at least one Week in advance. Once the full programme has been finalized a detailed monthly programme will be drawn up which will be used to monitor performance. When drawing up his construction programme, the Contractor shall take into account the time for completion for the activity as indicated in the Preliminary Programme. The Contractor will be required to pay special attention to the preceding table and project drawings, which represent a guideline programme for the execution of the maintenance works.

Once the monthly programme has been approved by the Engineer or his/her representative, the Contractor will be notified of the work that he is to undertake for the month (or emergency works, as they occur) by means of a Works Instruction from the Engineer or his/her representative.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer or his/her representative to take steps as set out in Clause 58 of the General Conditions of Contract.

Should the Contractor fall behind his monthly programme he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works, or any part thereof, within the time for completion as defined or any extended time granted.

Failure to produce a revised programme may prejudice the Contractor in any claim for an extension of time.

C3.4 SITE FACILITIES

C3.4.1 Facilities for the Engineer

Site Facilities shall be required.

C3.4.2 Sanitary Facilities

The Contractor shall use the existing toilets for his/her employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

C3.4.3 Contractor's Camp Site

The establishment of all labour, plant and materials on site and all arrangements in this respect is the responsibility of the Contractor.

C3.4.4 Telephone and Communication Facilities

The Contractor shall provide and maintain a continuous means of on-site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative.

The Engineer and his Representative will use their own cellular and office telephones for this contract. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

C3.4.5 Accommodation and transportation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees. The Contractor is responsible to supply his own transport, labour, plant and equipment to complete the work as per specification to the satisfaction of the Department of Transport

C3.4.6 Security

The Contractor shall be responsible for the security of his/her personnel and constructional plant, works and material on site on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the employer.

C3.5 WATER, POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangements concerning the supply of water, electrical power and all other services for use at the site camps, as well as for all construction purposes. No direct payment will be made for the provision of water, electrical power and other services. The cost thereof shall be deemed to be included in the rates and amounts bided for the various items of work.

C3.6 FEATURES REQUIRING SPECIAL ATTENTION**C3.6.1 Public Safety**

The Contractor shall at all times ensure that his operations do not endanger any member of the public or of his own personnel.

C3.6.2 Adjoining Properties

The site of the Works may be surrounded by private properties. The Contractor shall exercise strict control over his employees to ensure that they do not trespass outside project boundaries or interfere in any way with the adjacent properties. In addition, the Contractor shall liaise with the owners regarding all matters that may affect them such as the provision of water and the like.

C3.6.3 Construction in Confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the project specifications, no additional payment will be made for work done in restricted areas.

The Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the bided rates and amounts shall include full compensation for all special equipment and construction / maintenance methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

C3.6.4 Accommodation of Traffic

The Contractor shall ensure that works will be undertaken in a manner that will minimize the interference with public traffic.

C3.6.5 Environment

The Contractor shall, at all times, comply with the acts that prohibit pollution of any kind. These acts are enacted in the following legislation.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractor's cost.

C3.6.6 12.6 Occupational Health & Safety

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993) as amended.

C3.7 DRAWINGS

The reduced drawings that form part of the bid documents shall be used for bid purposes only.

The Contractor will be supplied with 3 sets of unreduced paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figured dimensions omitted from the drawings.

C3.8 HANDING OVER SITE, SETTING OUT AND CONFIRMING THE SCOPE OF WORKS WITH THE CONTRACTOR

The Engineer or his/her representative, the Contractor and supervisory staff shall together carry out a joint inspection at the time of the handing over of the site.

The following matters are to be confirmed at the time of handing over and before the commencement of any work:

- i. Confirming position of the site camp and/or any additional temporary site camps that may be required.
- ii. The scope of remedial / repair / general maintenance and preparatory work to be carried out.
- iii. The method of construction / treatment envisaged for each of the sections and the like, are to be confirmed and set out with the Contractor.
- iv. Supervisory, test control measures and procedures are to be confirmed.

C3.9 PROJECT SPECIFICATION**PREAMBLE**

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

C3.9.1 General

Refer to Bill of Quantities

C3.10 STANDARD SPECIFICATION

C3.10.1 The Specifications on which this contract is based are the Model Preambles to Trades 2008 issued by the Association of South African Quantity Surveyors. This document is obtainable separately, and Tenderers shall obtain their own copies at their own cost.

C3.10.2 Amendments to the Standard Specifications

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

Refer to Bill of Quantities

ANNEXURES

Annexure No: 1

Annexure No: 2

Annexure No: 3

Annexure No: 4

Annexure No: 5

Bill of Quantities

Floor plan

Elevation plan

Site Development Plan

Service Design Plan

CHECKLIST ON SUBMISSION OF REQUEST FOR QUOTATIONS**(Please tick ✓ the relevant box)**

| | Yes | No | Comments |
|--|-----|----|----------|
| 1. Is the Project appearing on the Operational Plan (state reference number if applicable) | ✓ | | |
| 2. Is the Project appearing on the Procurement Plan (state reference/ unique number) | ✓ | | |
| 3. Is budget availability confirmed (attach BAS report) | ✓ | | |

Project Authorization Comment

Mr. S. Ndlela
Deputy Director –Infrastructure Planning

Signature

Date:

Supported / Not Supported

Mr A.Z. Soko
Engineer: Transport Planning

Signature

Date

Recommended / Not Recommended

Mr. Z.H. Ngovela
Acting DDG – Infrastructure

Signature

Date

Approved / Not Approved

Mr. M. Cwili
Chairperson of Bid Specification Committee

Signature

Date