

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CASE NO : 006/09/20224	CLOSING DATE:	07 OCTOBER 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF KITCHENS AND LAUNDRY ROOMS OF THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG PROVINCE AT THE NATIONAL ROAD SAFETY COUNCIL BUILDING (NRSC).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT : PSSC: GP					
524 STANZA BOPAPE STREET (CNR STANZA BOPAPE AND STEVE BIKO)					
SUNCARDIA BUILDING ,6 TH FLOOR , PRETORIA , ARCADIA					
FOR ATTENTION: JANE MPEPELE OR ABSALOM MAREMA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	JANE MPEPELE		CONTACT PERSON	MR MAYIBONGWE KUNENE	
TELEPHONE NUMBER	012 337 3700 / 071 878 9095		TELEPHONE NUMBER	012337 3775 / 082 577 5708	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	jane.mpepele@dalrrd.gov.za		E-MAIL ADDRESS	mayibongwek@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG

No. 9 Bailey Lane, Arcadia, 0007 | Private Bag X 03, Arcadia, 0007

Tel: (012) 310 6500 | Fax: (012) 323 0312

Ref: CASE NO : 006/09/2024

REQUEST FOR QUOTATION: REF NO: CASE NO: 006/09/2024

SUBJECT: APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF KITCHENS AND LAUNDRY ROOMS OF THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG PROVINCE AT THE NATIONAL ROAD SAFETY COUNCIL BUILDING (NRSC).

PROJECT:	REFURBISHMENT OF KITCHENS AND LAUNDRY ROOMS OF THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG PROVINCE	
SITUATED	9 BAILEY LANE, ARCADIA	
LOCAL MUNICIPALITY	CITY OF TSHWANE METROPOLITAN MUNICIPALITY	
DISTRICT	CITY OF TSHWANE METROPOLITAN MUNICIPALITY	
PROVINCE	GAUTENG PROVINCE	
DESCRIPTION:	THE REFURBISHMENT AND/OR ALTERATION OF KITCHENS AND LAUNDRY ROOMS INCLUSIVE OF FLOORING INSTALLATION, PAINTING, CARPENTRY & JOINERY, ELECTRICAL WORK, PLUMBING ETC	
SCM CONTACT PERSON:	JANE MPEPELE 012 337 3700 / 071 878 9095 OR Jane.mpepele@dalrrd.gov.za	ABSALOM MAREMA (012) 337 3634 amarema@dalrrd.gov.za
ENQUIRIES RELATING TO THE SCOPE OF WORK/ TECHNICAL	Mr. Mayibongwe Kunene Tel: (012) 337 3775 OR Cell: 082 577 5708 Email: MayibongweK@dalrrd.gov.za	Gabriel Tharaga (012) 337 3751 082 970 2027 Gabriel.Tharaga@dalrrd.gov.za
ADDRESS FOR SUBMISSION	DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: PSSC:GP 524 STANZA BOPAPE STREET AND STEVE BIKO STREET SUNCARDIA BUILDING ,6 TH FLOOR PRETORIA (ARCADIA) FOR ATTENTION: JANE MPEPELE OR ABSALOM MAREMA	
COMPULSORY QUOTATION CLARIFICATION MEETING	Date: 25 SEPTEMBER 2024 Time: 11H00 AM Venue: 9 BAILEY LANE, ARCADIA 25°44'31.02"S28°12'11.81"E	
VALIDITY PERIOD	90 DAYS AFTER THE CLOSING DATE	
CLOSING DATE AND TIME	07 OCTOBER 2024 AT 11:00 AM	

1 EMPLOYER'S OBJECTIVES

This invitation is for the appointment of a service provider for the refurbishment and/or alteration of kitchens and laundry rooms of the office of the Regional Land Claims Commissioner under City of Tshwane Metropolitan Municipality within Gauteng Province

2 PROJECT DESCRIPTION

2.1 SCOPE OF WORK

The Department of Agriculture, Land Reform and Rural Development wishes to appoint a suitably qualified service provider for the refurbishment and/or alteration of kitchens and laundry rooms of the office of the Regional Land Claims Commissioner under City of Tshwane Metropolitan Municipality within Gauteng Province. The scope of works is inclusive (not limited to) of the following;

- Demolitions/Alteration
- Flooring installation,
- Painting,
- Carpentry,
- Minor electrical work,
- Plumbing etc.

The above merely provides an overview to describe the extent of the contract and in no way relieves the Contractor of fulfilling the full scope of the works described in the documentation.

NOTE: Contractors are required to allow in their prices for the supply of all necessary materials and equipment, the supply and use of tools, the provision, operation and maintenance of all Contractor's plant and equipment, the supply and supervision of all labor and workmanship and everything and every service necessary for the execution of the Works in the manner required by the Contract and to the entire satisfaction of the department.

2.2 INTRODCUTION

- 2.2.1 The main purpose of this document is to outline the detailed design specifications and Bill of quantities (BOQ) required for the refurbishment and/or alteration of kitchens and laundry rooms of the office of the regional land claims commissioner. The office is currently occupied and the kitchens & the laundry rooms are spread through six(6) floors of the building.

2.3 SAFETY PRECAUTIONS FOR SITE WORKERS

- 2.3.1 It is the responsibility of the Contractor that the team on site is aware of all health and safety procedures and policies. The construction site must have an updated set of policies and procedures regarding safety and health. Contractors and personnel without the required Personnel Protective Equipment (PPE) must not be allowed on site. Specifications mentioned in the SABS 1200 series must be complied with. The following regulations must be strictly adhered to in order to ensure worker safety:

- Minimum wearing apparel – All site workers involved in the installation of the fence must wear as a minimum protection the following: full length pants and short sleeve shirt or t-shirt. Cutoffs, tank tops, or modified shirts, etc., are not acceptable wearing apparel.
- Foot protection – All site workers must wear safety boots to protect their feet and ankles.
- Eye protection – Workers must wear protective goggles or protective spectacles.
- Skin protection – Workers must wear protective gloves.
Ear protection – Heavy duty ear plugs.
- A basic medical kit must be available on A basic medical kit must be available on site.

2.4. SPECIFICATIONS

- 2.4.1 All construction notes, instructions, references, requirements, and preparations of works are detailed on the specification below. The detailed required works are as detailed in the following subsections of this chapter. It is essential that quality products be used for the refurbishment, thus all material must comply with specifications set by the South African National Standards institute.

Installation and construction work to be done according to the latest edition (1999) of the "Model Preambles for Trades" as recommended and published by the Association of South African Quantity Surveyors shall apply. This Standardised Specification is not bound into this Document but may be purchased by Tenderers from the Master Builders Association, Natal Building Centre, 40 Essex Terrace, Westville (031 - 266 70706).

The Model Preambles for Trades 2008 as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

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

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

2.5. WORKS SPECIFICATION

2.5.1. Temporary Works

Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned. Safety & Security of the contractor's temporary works shall be to his own discretion. The safety of the Employer and Employer's staff will also be the responsibility of the Main Contractor. All reasonable steps should be taken to ensure the safety of all persons on site. The Contractor shall make his own arrangements with the necessary authorities for the supply of electricity and telephones.

2.5.2. Site Activities

- Site Establishment
- Demolitions of existing cupboards, floor covering, sanitary fittings and carting away of rubble
- Removal of granite counter tops, sinks, taps for reuse
- Patchwork/making good to existing to receive new
- Installation of new cupboards
- Installation of new sanitary fittings
- Painting
- Plumbing
- Electrical installation
- Inspection of the completed works, at milestone intervals.
- Practical completion inspection and hand over.
- De-establishment of site.

2.6. DESIGN SCHEDULE OF QUANTITIES

2.6.1 A detailed project schedule of quantities for the refurbishment and/or alteration of kitchens, laundry rooms and ablution facilities

NOTE: Site briefing is compulsory. Only quote for applicable expectation as indicated during site briefing, only actuals will be paid for. Quotation per item must include supply, delivery, and installation.

2.6.2 Location

The site located as follows:

Local Municipality	Nearest Town	Co-ordinates	Nature of Work
Tshwane Metropolitan	Pretoria	25°44'31.02"S 28°12'11.81"E	Alterations

2.6.3 Access to site

The Contractor shall not have sole access to the site during construction but must make allowance to accommodate the movement as and when required by stakeholders. Areas to be shut down and barricaded for construction purposes will be identified and notice given to the locals prior to any works being carried out.

3 CONTRACT DATA

3.1 CONTRACT DATA AND STANDARD CONDITIONS OF TENDER

CONDITIONS OF CONTRACT

3.1.1 THE JOINT BUILDING CONTRACTS COMMITTEE

*The Conditions of Contract are the **JBCC Series 2000 Principal Building Agreement (March 2014 Edition 6.1)** published by the Joint Building Contract Committee.*

*Copies of these documents may be obtained from the **Association of South African Quantity Surveyors** (011-315 4140), the **Master Builders Association** (011-205 9000), the **South African Association of Consulting Engineers** (011-463 2022) or the **South African Institute of Architects** (011-486 0684).*

3.1.2 CHANGES TO THE JBCC PRINCIPAL AGREEMENT

The tenderer attention is drawn to the Bill 1 of the Bills of Quantities. **The amendments contained herein or in the single referenced Annexure (as per the signed Contract Data) constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.**

All Errata issued by the JBCC is listed in the Bills of Quantities and not listed below. Should there be any discrepancy between the clause amendments below and Bill 1, Bill 1 will take precedence.

Clause 1.0: Definitions

Clause	Data
1.1	<p>The definition of agreement is replaced with the following definition :</p> <p>"AGREEMENT : The JBCC Principal Building Agreement, the completed JBCC PBA contract data, the contract drawings, the priced documents and any other documents reduced to writing and signed by the parties"</p> <p>NAME OF EMPLOYER: Department of Agriculture, Land Reform and Rural Development.</p>
1.3	<p>Add the following new clause: "1.3"</p> <p>The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.</p>

Clause 2.0: Law, Regulations and Notice

2.1	<p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure C5 for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the</p>
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	<p>regulations and the provisions of the aforementioned health and safety specification [2.1]</p> <p>The contractor shall:</p> <ol style="list-style-type: none"> 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Co-operate with the health and safety consultant in all respects
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Clause 3.0: Offer and Acceptance

	<i>No change from Principal Building Agreement</i>
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Clause 4.0: Assignment and Cession

	<i>No change from Principal Building Agreement</i>
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Clause 5.0: Contract Documents

Clause	Data
5.1	Add the following to the clause: The original signed set of contract documents is to be held by the Employer .
5.3	Clause 5.3 is deemed to be deleted
5.5	All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.5]
5.6	Clause 5.6 is deemed to be deleted. The provisions of this Bill No. 1 (Preliminaries) shall take precedence over any other documents which constitute this agreement [5.6]

Clause 6.0: Employer's Agent

6.2	<p>Delegated authority</p> <p>The authority of the principal agent to issue contract instructions and perform duties for specific aspects of the works is delegated to agents as follows [6.2]:</p> <p>This delegated authority will be defined in writing when the site is handed over to the contractor.</p>
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Clause 7.0: Design Responsibility

	<i>No change from Principal Building Agreement</i>
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Clause 8.0: Works Risk

	<i>No change from Principal Building Agreement</i>
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Clause 9.0: Indemnities

	<i>No change from Principal Building Agreement</i>
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Clause 10.0: Insurances

Clause	Data
10.1.2	<p>Add the following to the clause:</p> <p>The Contractor will affect Contract Works Insurance to be limited to, the Tender amount including VAT plus 20%, and Public Liability to be limited to R5 000 000 under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>

Clause 11.0: Security

	<i>No change from Principal Building Agreement</i>
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Clause 12.0: Duties of the Parties

12.1.2 to 12.1.6 and 12.2.18	<p>Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18</p> <p>Refer to the contract data, the Preliminaries document and "Section B : Preliminaries" of this Bill No. 1 with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the JBCC Principal Building Agreement</p>
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Clause 13.0: Setting Out

	<i>No change from Principal Building Agreement</i>
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Clause 14.0: Nominated Subcontractors

	<i>No change from Principal Building Agreement</i>
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Clause 15.0: Selected Subcontractors

	<i>No change from Principal Building Agreement</i>
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Clause 16.0: Direct Contractors

16.1	<p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none"> 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation
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	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor , in common with others having the like right, while it remains erected on the site [16.1]
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Clause 17.0: Contract Instructions

	Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor
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Clause 18.0: Interim Completion

	<i>No change from Principal Building Agreement</i>
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Clause 19.0: Practical Completion

	Add the following to the clauses: <i>“The time to achieve practical completion is Four (4) months”</i>
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Clause 20.0: Sectional Completion

	<i>No change from Principal Building Agreement</i>
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Clause 21.0: Defects Liability Period and Final Completion

	<i>No change from Principal Building Agreement remains ninety (90) calendar days</i>
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Clause 22.0: Latent Defects Liability Period

	<i>No change from Principal Building Agreement</i>
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Clause 23.0: Revision of the Date for Practical Completion

Clause	Data
17.1.8, 23.1 & 2	The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2]

Clause 24.0: Penalty for Late or No-Completion

Clause	Data
	Add the following to the clause: “It is therefore the contractor’s responsibility to ensure that Practical Completion is achieved by the due date, failing which penalties will be charged per calendar day that the contractor falls behind until such time that works are completed in full. The penalty for failing to complete the Works is: the lesser of R 350,00 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day”

Clause 25.0: Payment

Clause	Data
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25.7	<p>Replace clause 25.7 with the following:</p> <p>The Employer shall pay the Contractor the amount certified within 30 (thirty) calendar days from the date of receipt of the Contractor's original VAT Invoice in support of payment certificate at the Physical address of the Employer.</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p>
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Clause 26.0: Adjustment of the Contractor Value and Final Account

Clause	Data
26.1	<p>Add the following to the existing clause</p> <p>Any Contract Variations with a financial implication must be approved by the Department in line with the Departmental Approved Supply Chain Management Delegation of Authority.</p>
26.6	<p>Contingencies: Contingencies are under the sole control of the Department and upon approval in line with the Departmental Approved Supply Chain Management Delegation of Authority.</p> <p>Add the following to the existing clause</p> <p>The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]</p>

Clause 27.0: Recovery of Expense and/or Loss

	<i>No change from Principal Building Agreement</i>
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Clause 28.0: Suspension by the Contractor

	<i>No change from Principal Building Agreement</i>
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Clause 29.0: Termination

	<i>No change from Principal Building Agreement</i>
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Clause 30.0: Dispute Resolution

	<i>No change from Principal Building Agreement</i>
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AGREEMENT

The second sentence of the introduction where the parties sign the agreement, namely "Any provision in this agreement..... acceptance by such subcontractor at any time." is deemed to be deleted

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

C1.2.1 TENDER INFORMATION

CLAUSE	DATA PROVIDED BY THE EMPLOYER
A1	<p><u>Project name</u></p> <p>REFURBISHMENT OF KITCHENS AND LAUNDRY ROOMS OF THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG PROVINCE</p>
A2	<p><u>Works description</u></p> <p>The refurbishment and/or alteration of kitchens and laundry rooms inclusive of flooring installation, painting, carpentry & joinery, electrical work, plumbing etc</p>
A3	<p><u>Site Description</u></p> <p>Erf No/Township: 9 Bailey Lane, Arcadia , Gauteng</p> <p>Local authority: City of Tshwane Metropolitan Municipality</p> <p>Street address: Latitude 25°44'31.02"S, Longitude: 28°12'11.81"E</p>
A4	<p><u>Employer:</u> DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT</p> <p>Postal address: PRIVATE BAG X 03 ARCADIA 0007</p> <p>Physical address: No. 9 Bailey Lane, Arcadia</p> <p>Telephone no: (012) 310 6500 Facsimile no: (012) 323 0312 E-mail: Ilze.Hayward@Dalrrd.gov.za</p>
A5	<p><u>Project Manager:</u> Mr Mayibongwe Kunene and Mr Gabriel Tharaga</p> <p>Postal address: Private Bag X 09 HATFIELD 0028</p> <p>Telephone no: 082 577 5708 or 082 970 2027 E-mail: MayibongweK@dalrrd.gov.za/Gabriel.Tharaga@dalrrd.gov.za</p>

C1.2.2 Applicable Contract Data

CLAUSE	DATA PROVIDED BY THE EMPLOYER
B2	<p><u>Law, regulations and notices</u></p> <p>Law of the country applicable to the project: South Africa</p>
B5	<p><u>Contract documents</u></p> <p>The original signed set of contract documents is to be held by the Employer.</p> <p><u>Priced document</u></p> <p>A Priced bills of quantities (BoQ) will apply (black ink).</p>
B10	<p><u>Insurances</u></p> <p>The Contractor will affect Contract Works Insurance to be limited to, the Tender amount including VAT plus 20%, and Public Liability to be limited to R5 000 000 under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.</p>
B11	<p><u>Security</u></p> <p>The contractor shall provide a Guarantee for Construction to the employer.</p>
B12	<p><u>Duties of the parties = employer = site</u></p> <p>9.2.7 Alterations & additions to existing premises – Yes</p> <p>12.1.2 Premises occupied - yes/no identify area – Yes,</p> <p>Relevant natural features to be retained / relocated / removed – to be retained</p> <p>12.1.3 Statutory and/or other notices to be complied with by the contractor before possession of site can be given</p> <p>12.1.6</p> <ul style="list-style-type: none"> (a) Approved Health and Safety Plan (b) Approved Environmental Plan (c) Guarantee / Securities (d) Insurances (e) Approved programme <p>12.1.7 Possession of the site - intended date</p> <p>Within 120 days from close of tenders provided that the Contractor has complied with the following</p> <p>12.2.9 In addition to the clause will be expanded to include:</p> <p>“The contractor’s programme will adhere to the following minimum requirements:</p> <ul style="list-style-type: none"> • the commencement date, the due completion date and the planned completion date; • the sequence, timing and resources for carrying out the works; • the dates for site access, possession, approvals, instructions, inspections, tests, and all required information; • the events that influence the carrying out of the works, including the float and the contractor’s time risk allowances; • other programming information set out in the scope of works; • a detailed cash flow; and • include an update indicating the actual progress against the planned progress at least once a month.”

19/20/24	<u>Practical completion / penalty for late completion</u> <i>Add the following to the existing Clauses:</i> “The penalty for failing to complete the Works is: the lesser of R300.00 or 1/20 of 1% of the offered total of prices excluding VAT per calendar da.”
B19	<u>Practical completion</u> These items will fill be finalised with the successful tenderer.
B25 25.3.4/ 26.9.5	<u>Payment</u> Currency: ZAR Contract price adjustment provisions: Will not be apply

C1.2.3 TENDER CLOSING

CLOSING DATE : 07 OCTOBER 2024 AT 11:00 AM

C1.2.4 TENDER’S SELECTION

CLAUSE	DATA PROVIDED BY THE TENDERER
E11	<u>Securities</u>
11.1.2	Guarantee for construction – yes/no <input type="checkbox"/>
11.1.3	Guarantee for Construction (fixed) – yes/no <input type="checkbox"/>

4 EVALUATION CRITERIA

Tenders will be evaluated in terms of the evaluation criteria stipulated below:

- (a) **Evaluation for mandatory criteria**
- (b) **Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.**

(a) EVALUATION FOR MANDATORY CRITERIA

- i) Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2GB** or Higher Class of construction work, are eligible to submit tenders.
- ii) Attendance of the Compulsory Tender Clarification meeting as stipulated above.
- iii) Correction in terms of price must not be made by means of a correction fluid such as Tippex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the task order as a whole will not be considered.
- iv) In the event of mistakes having been made on the Form of Offer it must be crossed out in ink and be accompanied by an initial at each and every price alteration.
- v) v) The Tenderer submits a duly and dated relevant resolution of their members or their board of directors, as the case may be, on their company letterhead. In the case of a One-Person Concern submitting a tender, this shall be clearly stated on the company letter head. In case of a Company submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company. In the case of a Closed Corporation submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member's behalf. In the case of a Partnership submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a Joint Venture submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." i.e. the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.
- vi) Form of offer must be completed and signed by duly authorized person.
- vii) Attach a Compensation for Occupational Injuries and Diseases Act (COIDA) for Building and Construction, with Department of Labour or with a licensed compensation insurer. A Tenderer who presently do not have any labour in their employ must submit a Tender Letter obtainable from the Department of Labour.

NOTE: Additional Required Documents (Not for elimination/disqualification)

- a) Valid Tax Clearance Certificate and/or SARS issued pin code.

TAX COMPLIANCE STATUS

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

(b) EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.

Apply the **80/20 Preference Point system** where a maximum of Eighty (80) tender adjudication points will be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022

POINTS AWARDED FOR PRICE

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

80/20

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable

tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Specific goals for the tender and points claimed are indicated per the table below. (*Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Who had no franchise in national elections before the 1983 and 1993 Constitution				
Who is female				
Who has a disability				
Specific goal: Youth				

5. PRICING SCHEDULES

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	BILL No. 1 PRELIMINARY AND GENERAL <u>FIXED CHARGE AND TIME-RELATED ITEMS</u>				
1.1.1	Contractual Requirements	L.Sum	1		
1.1.2	Site Office Establishment including all General & Contractual Obligations (Not limited to offices, Fencing of camp, water, ablutions and electricity)	L.Sum	1		
1.1.3	De-Establishment of site after completion	L.Sum	1		
1.1.4	OHS Compliance including Safety officer and personal protective clothing and equipment	Sum	1		
1.1.5	The issuing of certificate of compliance (COC) for plumbing works and electrical works	Sum	1		
CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	<p>BILL No. 2</p> <p>ALTERATIONS</p> <p>NOTES</p> <p>Tenderers are advised to study the General Preambles for Trades before pricing this Bill. Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project.</p> <p>Site inspection</p> <p>Contractors are required to inspect the site and acquaint themselves with all aspects of the works to be executed under this contract prior to the submission of their tender. No claim whatsoever will be entertained in the event of any unforeseen difficulties arising during the execution of the contract that could have been foreseen by a thorough investigation of the site, drawings and specifications.</p> <p>General</p> <p>The contractor shall carry out the whole of the The Works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants/occupants. He/She shall provide proper protection and provide, erect and maintain in position proper temporary tarpaulins that may be necessary to protect existing fixtures, fittings and furniture during the progress of the works and remove on completion or when directed, all to the satisfaction of the Project Manager/Principal Agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Project Manager/Principal Agent</p> <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before re-fixing, including taking off, easing and re-hanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-vanishing is given separately</p>				

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	<p>Prices for taking out doors, windows, etc. shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc. and making good floor and wall finishes to match existing</p> <p>With regards to building up of openings in existing walls, cement screeds and paving, granolithic, tops of walls, etc. shall be levelled and prepared for raising of brickwork</p> <p>Making good finishes shall include making good of the brick and concrete surfaces</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (Doors, windows, fittings, etc)</p> <p>Hacking up/off and removal of floor/wall tiles/ boards and wall finishes including removing peeling off paint from the walls in preparation for new, for new ceramic floor/wall tiling, plaster and painting</p> <p>6th Floor: Canteen and Resting room</p> <p>Ground, 1st to 5th floor Kitchenette</p>				
2,1					
2.1.1	Tiles from walls (Kitchen and Bathrooms)	m ²	26		
2.1.2	Tiles from floors (Marley)	m ²	75		
2.1.3	Tiles from walls (Kitchenettes)	m ²	121		
2.1.4	Tiles from floors (Kitchenettes)	m ²	27		
2.1.5	Removal of wooden floor boards from the entrance (5th floor Kitchenette)	m ²	3		
2,2	<p>Removal of existing concrete louvre windows including the making good and preparing plastered brick surface for new aluminium windows.</p>				
2.2.1	680mm x 1175mm high concrete louvre windows	No	2		
2.2.2	620mm x 1900mm high concrete louvre windows	No	2		
TOTAL CARRIED FORWARD TO THE NEXT PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
2,3	Taking out and removing service access door to concrete roofing slab, for replacement.				
2.3.1	Double rebate steel door frame with wooden door from external brick wall	No	1		
2.3.2	Internal hollow core wooden doors from steel door frames including locks, cills etc.	No	5		
2,4	Taking out, removing and replacement of sanitary fittings with same or similar product.				
2.4.1	Removal of wall mounted white male urinals, including disconnecting from pipes, traps etc.	No	2		
2.4.2	Removal of toilet water closet from both male and female's bathrooms, including disconnecting from cisterns, etc.	No	3		
2.4.3	Removal of wall mounted white hand wash basins, including disconnecting from pipes, traps etc.	No	3		
2.4.4	Removal of wall mounted white hand washing troughs, including disconnecting from pipes, traps etc.(Laundry)	No	5		
2.4.5	Removal of wall mounted water boilers from under the cupboards, including disconnecting from pipes, traps etc.(kitchenettes)	No	5		
2.5	Taking out and setting aside for re-use of kitchen sinks, granite tops from kitchen cupboards to be demolished, including disconnecting sink mixers from pipes, traps etc.				
2.5.1	Removal of stainless steel single bowl kitchen sinks	No	5		
2.5.2	Removal of granite tops from kitchen cupboards	No	5		
2.5.3	Disconnecting and removal of kitchen sink mixers from pipes, traps etc.	No	5		
2.6	Removal of kitchen cabinets from the walls, including both lower and top cabinets, drawers, doors, fridge cabinet for demolitions.				
2.6.1	Removal of lower and top kitchen cabinets, drawers, cabinet doors etc.	No	5		
2.6.2	Removal of 1m wide cupboard adjoining the boardroom, and entrance to the kitchen (5th floor)	No	1		
CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	BILL No. 3 TILING SUPPLEMENTARY PREAMBLES Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding 300mm x 300mm x 8mm Ceramic floor tiles fixed with adhesive to bedding and flush pointed with tinted waterproof jointing compound				
3.1					
3.1.1	Tiles on floors (6th floor)	m ²	75		
3.1.2	Tiles on floors (Kitchenettes)	m ²	27		
3.1.3	Tiles on floors, entrance (5th floor Kitchenette)	m ²	3		
3.1.4	Tiles on floors (Reception Area)	m ²	80		
3.2	200mm x 200mm x 8mm Ceramic floor tiles fixed with adhesive to bedding and flush pointed with tinted waterproof jointing compound				
3.2.1	Tiles on walls (6th floor Kitchen and Bathrooms)	m ²	26		
3.2.2	Tiles on walls (Kitchenettes)	m ²	121		
CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	BILL No.4 CARPENTRY AND JOINERY NOTES Tenderers are advised to study the General Preambles for Trades before pricing this Bill. Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project.				
4.1	Timber Doors				
4.1.1	Supply and installation of 813mm wide x 2032mm high plain hardboard interior doors	No	5		
4.1.2	Installation of purpose made duct cover doors in solid wood, 600mm x 600mm including framing, etc. (Laundries)	No	5		
CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	BILL No.5 IRONMONGERY NOTES Tenderers are advised to study the General Preambles for Trades before pricing this Bill. Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project.				
5,1	Locks				
5.1.1	Four lever lockset (2 Keys) with striking plate fixed to metal Ref. CZ682-24-61CH. Lockset with lock, handles and keys, complete.	No	5		
CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	BILL No.6 METALWORKS NOTES Tenderers are advised to study the General Preambles for Trades before pricing this Bill. Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project.				
6.1	Aluminium Windows, Doors, etc.				
6.1.1	Installation of 840mm x 1162 high mm Glazed Aluminium Steel Windows to One Brick wall, including lockset and handle.	No	1		
6.1.2	Supply and Installation of 680mm x 1175mm high Special Glazed Aluminium Windows to One Brick Wall, including lockset and handle.	No	2		
6.1.3	Supply and Installation of 620mm x 1900mm high Glazed Aluminium Steel Windows to One Brick Wall, including lockset and handle.	No	2		
CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	BILL No.7 PLASTERING NOTES Tenderers are advised to study the General Preambles for Trades before pricing this, Bill. Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project.				
7,1	INTERNAL CEMENT PLASTER ON BRICKWORK				
7.1.1	Plastering in narrow widths to reveals and soffits of the windows, not exceeding 300mm wide.	m ²	4,16		
CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	BILL No.8 PLUMBING AND DRAINAGE NOTES Tenderers are advised to study the General Preambles for Trades before pricing this Bill. Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project.				
8.1	SANITARY FITTINGS <u>Water closet (WC)</u> semi-close coupled 90 degrees outlet open rim washdown pan (code 751400) and matching 9 litre cistern code 7116SC complete with lid, fitment and flush pipe, elbow supplied with wooden seat (code 8515Z000)				
8.1.1	<u>Wall Mounted Wash Hand Basin</u> "Emerald" counter top wall mounted basin code 703200 with two semi-punched tapholes, integrated overflow and chainstay hole. Basin fixed to wall with 10mm bolts (code;8448Z0)	No	3		
8.1.2	<u>Urinal</u> 600 x 385 x 380mm "Lavatera" (code 705426) white vitreous china wall mounted back inlet urinal (product code: 705427) including 38 mm chromium plated domed grating and top inlet fittings (code:7054Z1) and back inlet fittings (code:7054Z2), fixed on and including two hanger brackets.	No	2		
8.1.3	<u>Junior urinal Flushmaster</u> 20mm Surface mounted chrome plated junior urinal flushmaster with integral shut off valve and wall plate (code: FJ2.210)	No	2		
8.1.4	<u>Kitchen Sinks</u> Single bowl stainless steel complete with accessories (elsewhere measured)	No	6		
8.1.5	<u>Extra over uPVC pipes for fittings</u> 110mm Flexible Pan connector	No	3		
8.1.6	<u>TRAPS, ETC.</u> <u>'Marley' or equally approved</u> 40mm Diameter rubber P trap (WHB)	No	3		
8.1.7	<u>WASTE UNIONS ETC.</u> <u>'Cobra Watertech' or similar approved</u> 32 mm bath or sink waste union (Urinal)	No	2		
TOTAL CARRIED FORWARD TO THE NEXT PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
8.1.8	<u>ELECTRICAL WATER BOILERS</u> <u>'Zip' or similar approved</u> 10 litre 3kW instant oversink Hydroboil White (310552)ICEF <u>TRAPS, ETC.</u>	No	6		
8.1.9	40mm Diameter rubber P trap (WHB) <u>WASTE UNIONS ETC.</u>	No	3		
8.1.10	<u>'Cobra Watertech' or similar approved</u> 32 mm bath or sink waste union (Urinal)	No	2		
8.1.11	<u>Stainless Steel</u> <u>TAPS, VALVES, ETC.</u> <u>Mixer Tap for Sink</u> Approved Mixer Tap for Sink	No	6		
8.1.12	15mm Elbow action chrome plated pilar tap (Code 503-21) for Wall Mounted Basin	No	3		
CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	BILL No.9 <u>PROVISIONAL SUMS & BUDGETARY ALLOWANCES</u> PREAMBLES Note: Items hereunder will be executed at the sole discretion and direction of the Project Manager BUDGETARY ALLOWANCE				
9.1	<u>EXTRACTOR FANS</u>				
9.1.1	Provide the Budgetary Amount of R20 000.00 (Twenty Thousands Rands) for the supply and installation of extractor fans to all the toilets.		Item		R20 000,00
9.2	<u>KITCHEN CUPBOARDS</u>				
9.2.1	Provide the Budgetary Amount of R200 000,00 (Two Hundred Thousands Rands) for the supply and installation of kitchen cupboards		Item		R200 000,00
CARRIED TO SUMMARY PAGE					

BILL NO.		PAGE	AMOUNT
	SUMMARY OF SCHEDULE OF QUANTITIES		
1	PRELIMINARY AND GENERAL	1	
2	ALTERATIONS	2-3	
3	TILLING	4	
4	CARPENTRY AND JOINERY	5	
5	IRONMONGERY	6	
6	METALWORKS	6	
7	PLASTERING	7	
8	PLUMBING AND DRAINAGE	8-9	
9	PROVISIONAL SUMS & BUDGETARY ALLOWANCE	9	
	TOTAL (EXCLUDING VAT)		
	CONTINGENCIES		
	The sum provided here is under the sole control of the Department and upon the approval by the Chief Director of Rural Infrastructure Development (The Tenderer must add 10% of the total schedule of quantities)		
	SUB-TOTAL		
	VALUE ADDED TAX (15%)		
	TOTAL CARRIED TO FORM OF OFFER		

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

REFURBISHMENT OF KITCHENS AND LAUNDRY ROOMS OF THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG PROVINCE

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

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

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the relative 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 quotation.

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

R _____ Rand *[in words]*;
_____ *[in figures]*.

(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the quotation.

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and Signature
Of Witness _____

Date _____

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

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 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. with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **"Historically Disadvantaged individuals"** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

$$\bullet \text{Percentage ownership equity} \times 10 \div 100 = \text{number of points claimed.}$$

- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

$$\bullet \text{Percentage ownership equity} \times 5 \div 100 = \text{number of points claimed.}$$

- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

$$\bullet \text{Percentage ownership equity} \times 2 \div 100 = \text{number of points claimed.}$$

- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:

$$\bullet \text{Percentage ownership equity} \times 3 \div 100 = \text{number of points claimed.}$$

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

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

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) been applied recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SBD 6.2

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011

Annexure A and B.

The guideline consists of two parts, namely:

- ☐ a written guideline; and
- ☐ three declarations that must be completed:
 - ☐ Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
 - ☐ Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
 - ☐ Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted. If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:

- ☐ products imported directly by the tenderer; and
- ☐ products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content." 2.3.1.1. Imported directly by the tenderer:

When the tenderer imports products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer: When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (the DTI). Evidence of the exemptions must be provided and included in

Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal

Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column

C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate(D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

General Conditions

Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

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.

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

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

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

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

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

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

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

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

The facts contained herein are within my own personal knowledge.

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 1286:2011; and

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

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

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

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

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

I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

SATS 1286.2011

Annex C
CASE STUDY ONE

Local Content Declaration - Summary Schedule

(C1) Tender No. GP 100010

(C2) Tender description: Office Desks and Chairs

(C3) Designated product(s): Office Furniture

(C4) Tender Authority: Gauteng Purchasing Department

(C5) Tendering Entity name: Rainbow Office Furniture

(C6) Tender Exchange Rate: USD R 9.00 EU R 12.00 GBP R 14.00

(C7) Specified local content % 85%

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 per unit	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
				(C10-C11)	(Annexure D M31+P50+P60) (C13)	(C12-C13)	C14/C12
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
GP 100011	Melamine Office Desks with Drawers	R 12 000	R 0	R 12 000	R 0	R 12 000	100%
					(Annexure D M34+P50+P60)		
GP 100012	Office desk with drawers on timber top with steel frame	R 15 000.00	R 1 650.00	R 13 350.00	R 1 232.00	R 12 118.00	91%
GP 100013	Side upholstered chair - Sleigh base with arms	R 10 450.00	R 2 170.00	R 8 280.00	R 2 617.00	R 5 663.00	68%
GP 100014	Highback upholstered chair with arms on 5 star base	R 12 200.00	R 2 720.00	R 9 480.00	R 2 537.00	R 6 943.00	73%

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C16)	Annex D D18	Annex D
	(C17)		(C19)
100	R 1 200 000	R 0	R 123 200
50	R 750 000	R 82 500	R 116 850
100	R 1 045 000	R 217 000	R 261 700
50	R 610 000	R 231 000	R 31 950

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value R 3 605 000

(C21) Total Exempt imported content R 530 500

(C22) Total Tender value net of exempt imported content (C20-C21) R 3 074 500

(C23) Total Imported content R 533 700

(C24) Total local content (C22-C23) R 2 540 800

(C25) Average local content % of tender (C24/C22) 82.64%

EXAMPLE

Annex D

RAINBOW CASE STUDY ONE

SAXS 1286.3013

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. GP 100010

(D2) Tender description: Office Desks and Chairs

(D3) Designated Products: Office Furniture

(D4) Tender Authority: Eastwing Purchasing Department

(D5) Tendering Entity name: Rainbow Office Furniture

(D6) Tender Exchange Rate: USD R 9.00

Note: VAT to be excluded from all calculations

EU R 12.00 GBP R 14.00

A. Exempted Imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost and VAT		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16+D14+D15)	Tender Qty	Exempted Imported value
GP 100012	Primary Steel	Accelor Mahind	Accelor - USA	\$100	R 9.00	R 900	R 200	R 550	R 1 650	50	R 43 500
GP 100013	Primary Steel	United Steel	United Steel USA	\$150	R 9.00	R 1 350	R 420	R 400	R 2 170	100	R 217 000
GP 100014	Primary Steel	Afrox Steel	Afrox UK	£150.00	R 12.00	R 1 800	R 350	R 570	R 2 720	50	R 136 000
GP 100014	5 star base - alloy	Eath	Base Specialist - Germany	£80.00	R 12.00	R 960	R 460	R 480	R 1 900	50	R 95 000
									(D16) Total exempt imported value	R 530 500	

This total must correspond with Annex C - C.21

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost and VAT		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D26+D27+D28)	Tender Qty	Total Imported value
GP 100011	Melamine	Each	MM Melamine USA	\$25	R 9.00	R 225	R 120	R 250	R 595	100	R 59 500
GP 100012	Timber Top	Each	Timber City - Germany	£75.00	R 12.00	R 900	R 300	R 300	R 1 500	50	R 85 000
GP 100013	Slipch base	Each	Timber Park - USA	\$100	R 9.00	R 900	R 420	R 640	R 1 960	100	R 196 000
									R 1 980		
									(D32) Total Imported value by tenderer	R 342 500	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost and VAT		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D39+D40+D41)	Quantity Imported	Total Imported value
Sheet steel	tonne	Arcofer SA	Arcofer Belgium	£75.00	R 12.00	R 900	R 350	R 50	R 1 300	100	R 130 000
Wings	each	Ramsey SA	Hague GB	£2.50	R 14.00	R 35	R 10	R 5	R 50	1 200	R 60 000
Other - nuts and bolts	each	Mac Steel	TTC - UK	value too small to Revalue							R 2 000
									(D42) Total Imported value by 3rd party	R 172 000	
									D45 Apportioned per unit	R 579	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Tender Rate of Exchange	Summary	
			Foreign currency value paid	Local value of payments			
(D46)	(D47)	(D48)	(D49)	(D50)		(D49+D50)	(D51)
Royalty payment for use of patent	Rainbow Office Furniture	Osan USA	\$800	R 9.00		R 7 200	
Annual licence fees - pre-erited	Rainbow Office Furniture	M8 - Germany	£3 000.00	R 12.00		R 36 000	
						(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	R 43 200
						D52 Apportioned per unit	R 64
						(D32) Total of imported content & foreign currency payments - (D23), (D45) & (D31) above	R 525 700

This total must correspond with Annex C - C.23

Signature of tenderer from Annex B _____

Date: _____

Annex E - RAINBOW CASE STUDY ONE

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	GP 100010
(E2)	Tender description:	Office Desks and Chairs
(E3)	Designated products:	Office Furniture
(E4)	Tender Authority:	Gauteng Purchasing Department
(E5)	Tendering Entity name:	Rainbow Office Furniture

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
	Sheet Steel	Arcelor	R 300 000
	Fabric for seats	Galvenor Textiles	R 270 000
	Fabric for headlinings	Galvenor Textiles	R 32 000
	Welding consumables	ABR Supplies	R 12 000
	Hardware items (nuts, bolts, rivets, etc)	Various Local Suppliers	R 2 000
	Laser cutting services	Red Hot Cutting	R 47 500
	Other goods and services (small items)	Various	R 1 300
	(E9) Total local products (Goods, Services and Works)		R 664 800

(E10)	Manpower costs	(Tenderer's manpower cost)	R 1 150 000	45%
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 486 000	19%
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 240 000	9%
	(E13) Total local content		R 2 540 800	100%

This total must correspond with Annex C - C24

(70%) – Refer to the following items in BOQ: Bill No. 8, Item 8.1.11, 8,1,12

[illegible]

TAPS, COCKS – Annex D

(70%) – Refer to the following items in BOQ: Bill No. 8, Item 8.1.11, 8,1,12

ANNEX D - IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C											
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS											
D1 TENDER NO.: D2 TENDER DESCRIPTION: D3 DESIGNATED PRODUCT: D4 TENDER AUTHORITY: D5 TENDERING ENTITY NAME: D6 TENDER EXCHANGE RATE: D7 SPECIFIED LOCAL CONTENT %:											
			PULA			EU			GBP		
A. EXEMPTED IMPORTED CONTENT				CALCULATION OF IMPORTED CONTENT				SUMMARY			
TENDER ITEM NO (D7)	DESCRIPTION OF IMPORTED CONTENT (D8)	LOCAL SUPPLIER (D9)	OVERSEAS SUPPLIER (D10)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D11)	TENDER EXCHANGE RATE (D12)	LOCAL VALUE OF IMPORTS (D13)	FREIGHT COSTS TO PORT OF ENTRY (D14)	ALL LOCALLY INCURRED DUTIES (D15)	TOTAL LANDED COST EXCL VAT (D16)	TENDER QUANTITY (D17)	EXEMPTED IMPORTED VALUE (D18)
									(D19) TOTAL EXEMPT IMPORTED VALUE		R
This total must correspond with Annex C -C21											
B. IMPORTED DIRECTLY BY THE TENDERER				CALCULATION OF IMPORTED CONTENT				SUMMARY			
TENDER ITEM NO (D20)	DESCRIPTION OF IMPORTED CONTENT (D21)	UNIT OF MEASURE (D22)	OVERSEAS SUPPLIER (D23)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D24)	TENDER EXCHANGE RATE (D25)	LOCAL VALUE OF IMPORTS (D26)	FREIGHT COSTS TO PORT OF ENTRY (D27)	ALL LOCALLY INCURRED DUTIES (D28)	TOTAL LANDED COST EXCL VAT (D29)	TENDER QUANTITY (D30)	TOTAL IMPORTED VALUE (D31)
									(D32) TOTAL IMPORTED VALUE BY TENDERER		R

(70%) – Refer to the following items in BOQ: Bill No. 8, Item 8.1.11, 8.1.12

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