

LEPELLE NORTHERN WATER



TENDER NO: LNW 15/21/22

**PROJECT NAME: BABANANAPIPELINE PROJECT RS-
135: ROCK BLASTING SERVICES**

BOOK 1 of 2: THE TENDER, CONTRACT DATA AND PRICING DATA

A CIDB GRADING: 5SE OR HIGHER

CLOSING DATE: 26 JANUARY 2022 @ 11:00am

ISSUED BY:

LEPELLE NORTHERN WATER

Physical address: 01 Landros Mare Street
Polokwane
0700

Postal address: Private Bag X9522
Polokwane
0700

Tel: 015 295 1800

Fax: 015 295 1931

E-mail: information@lepelle.co.za

NAME OF TENDERER: _____

TOTAL AMOUNT: _____ (incl. VAT)



CHECKLIST

Please indicate in the column (Completed) Yes or No in writing and sign when completed at the bottom of this page. Failure to complete this checklist may render this tender as non-responsive.

Position in Document	Description	Complete (Yes / No)	Initial
Schedule A	Certificate for authority of companies Completed and Signed		
Schedule B	Record of Addenda to tender documents – Completed and Signed		
Schedule C	Relevant work experience carried out – Completed and Signed		
Schedule D	Tenderer Key Personnel – Completed and Signed		
Schedule E	Construction Plant & Equipment		
Schedule F	Company Banking Details – Completed and Signed		
Schedule G	Full details of directors / trustees / members / shareholders - Completed and Signed		
Schedule H	Contractors' OHS Management system checklist		
Schedule I	Contractors Labour Content – Completed and Signed		
Schedule J	Local Subcontracting – Completed and Signed		
Schedule K	Estimated Monthly Expenditure		
Schedule L	Project Execution Approach and Methodology		
SBD 1	Invitation to Tender – Completed and Signed		
SBD 2	Tax Clearance Certificate – Completed and Signed		
SBD 3.1	Pricing Schedule – Completed and Signed		
SBD 4	Declaration of interest – Completed and Signed		
SBD 6.1	Preference Points – Completed and Signed		
SBD 6.2	Declaration certificate for Local Product and content for Designated Sections		
SBD 8	Declaration of Past Supply Chain Management – Completed and Signed		
SBD 9	Certificate of Independent bid determination – Completed and Signed		
C1.1	Form of Offer and Acceptance – Completed and Signed		
C1.2	Contract Data – Completed and Signed		
C1.3	Blasting Indemnity – Completed and Signed		
C1.4	Health and Safety Contract – Completed and Signed		

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Phase 1: Rock Blasting Services



C2.1	Pricing Data - All items in the Schedule of Quantities priced		
	Company registration certificated/ Copy of a sole trader (Copies must be certified)		
Position in Document	Description	Complete (Yes / No)	Initial
	Tax Clearance Certificate/s (Original and Valid)		
	Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)		
	Letter of Good Standing (COIDA)		
	Signed Joint Venture Agreement		
	CIDB Registration Certificate/s		
	B-BBEE Certificate		
	Municipal current rates account not more than three months		
	Printed the Tender Document in accordance with the page colour coding		
	Professional Presentation of Tender Proposal (Neatly bounded and file dividers for all the annexure)		

Signed:

Date: ..



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BABANANA WATER PROJECT RS 135 -

Phase 1: Rock Blasting Services



PART T1

TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bidders are hereby invited from contractors with experience in Rock Blasting Works to tender for the rock blasting services required for the Babanana Pipeline Project RS 135.

Bid documents will be available on National Treasury E-tender portal from **14th December 2021**, E-tender Portal website, from www.etenders.gov.za

Briefing Session: There will be non-Compulsory Clarification virtual meeting on 13th January 2022 at 10:00am.

Bids are to be completed in accordance with the conditions and rules contained in the bid documents. All documents must be sealed and labeled with the Bid number and description, and placed in the tender box, at the offices of **Lepelle Northern Water in Polokwane situated in No. 1 Landros Mare Street**, not later than **11h00 on WEDNESDAY 26th JANUARY 2022**.

Bids will be opened on the closing date at **11h00 on WEDNESDAY 26th JANUARY 2022** in public. All bids shall hold good for **90 days** as from the closing date.

Bid documents which are not received and/or deposited in the tender box before **11H00** on the closing date will be marked as late bids and shall in terms of the **Procurement Policy of Lepelle Northern Water**, not be considered.

Procurement related enquiries may be directed to **Ms. Emily Mabetlela** at 015 295 1800/ 1958, email: emilym2@lepelle.co.za and **Technical related** enquiries may be directed to **Mr Enos Makuwa** at 015295 1800/1834, email: enosm@lepelle.co.za from **08h00 to 16h00**.

Bidders are to seek clarity when unclear and if they want to visit the sites, an appointment may be arranged with the project manager.

The lowest or any bid will not necessarily be accepted and Lepelle Northern Water reserves the right not to consider any bid suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Any bidder not contacted within 90-120 days after the closing date must consider their proposal unsuccessful.

A. MANDATORY REQUIREMENTS

EVALUATION CRITERIA

Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework Act, 2017. Bidders will be evaluated on functionality first, only those qualifying by achieving the minimum cut off point of 75% will be evaluated on presentation on the set criteria. Followed by administrative compliance and then price and BBB-EE as the final stage.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. LNW SCM Policy
5. PPPFA & associated regulations

Mandatory requirements (Pre-qualification)

- i. Proof of CIDB registration and grading of **5SE** or Higher.
- ii. The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid.
- iii. All bid documents must be completed in BLACK ink where applicable; (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with).
- iv. The BOQ must be completed in FULL to render the bid responsive. If any section of the bid document and the BOQ is left incomplete, the bid document will be disqualified.
- v. Proof of registration on the Central Suppliers Database (CSD)

NB: Failure to comply with any of the above requirements will lead to disqualification of the tenderer.

Bids will further be evaluated in terms of Method 4:

- i. Stage 1: Evaluation on Functionality (Minimum of 75% to be scored to be considered responsive)
- ii. Stage 2: Evaluation on 80/20 or 90/10 preferential points system (Price and BBBEE)

NB: Failure to comply with any of the above requirements will lead to disqualification of the tenderer.

- A **non-compulsory** briefing session shall be held virtually, bidders may request the link from the contact details provided on the tender advert.

Bidders will **not be disqualified** for not attending the virtual briefing session.

BID EVALUATION METHOD

Bids will further be evaluated in terms of Method 4:

- iii. Stage 1: Evaluation on Functionality (Minimum of 75 % to be scored to be considered responsive)
- iv. Stage 2: Evaluation on 80/20 or 90/10 preferential points system (Price and BBEE)

Stage 1: Evaluation on Functionality

Under functionality, Bidders must achieve a minimum of 75% (15 points) of functionality in order to be considered for further evaluation in stage 2 .

Stage 1 Functionality

Under functionality, Bidders must achieve a minimum of 75% (15 points) of functionality points to be considered for further evaluation in stage 2 (Evaluation on Price and BBEE).

EVALUATION PROCESS. All submissions duly lodged will be evaluated on functionality as pre-qualifying criteria. The evaluation criteria and points for measuring functionality are indicated below. Maximum Points for Functionality	Points 20
Company Experience (15) Completed traceable projects in rendering of rock blasting services. ➤ One (1) projects = 5 Points ➤ Two (2) projects = 10 Points ➤ Three (3) projects = 15 points ➤ Four (4) or above projects = 20 points Signed Completion certificates or Signed reference letter on client's official letterhead attached for relevant projects as proof of experience. (Five (5) points per project to the maximum of twenty (20) points).	
Total Points	20

Stage 2 Evaluation on Price and BBBEE 80/20 or 90/10

Tenderers who do not submit B-BBEE Status Level Verification Certificates on the closing date and time or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be

disqualified from the tendering process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

Preference points for attaining a BBBEE status level of contribution will be allocated in accordance with the table below:

Table 2 : BBBEE Preference Points

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

ADMINISTRATIVE COMPLIANCE (Only to be requested from the preferred bidder)

- i) Subcontracting agreement to a minimum of 30% of contract value with local EME (Exempted Micro Enterprise) or QSE (Qualifying Small Enterprises) within the **Greater Tzaneen Local Municipality** in compliance to National Treasury guidelines PPPFA 2017 item 9 on subcontracting with 51% Black owned company. Failure to comply will lead to disqualification. Contract will not be awarded before sub-contracting is completed (Refer to No 12 Contract condition (i) & (ii)).

- ii) Bidders must submit a soft copy in a form CD containing all the tender/bid document submission together.
 - iii) All bid documents must be completed in full and in BLACK ink where applicable; (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with).
 - iv) Complete all SBD forms.
 - v) Municipal current rates account not more than three months old should be submitted.
 - vi) Proof of address for the operational office should be provided. This can consist of a lease agreement with lease account statement or a dated stamped letter from tribal authority or shareholders address (confirmation letter must be endorsed by a Commissioner of Oaths)
 - vii) Letter of Good standing, COIDA
 - viii) Company registration documents
 - ix) Certified valid ID copies of the company shareholders less than 3 months.
 - x) Original or Certified valid copy of BBB-EE Certificate (SANAS accredited) or Sworn affidavit.
- ✓ Tenderers who do not submit B-BBEE Status Level Verification Certificates on the closing date and time or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the tendering process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

NOTE:

- a) All the above administrative documents will be mandatory for the preferred bidder if not submitted with tender document and failure to submit within 48hrs will lead to disqualification***
- b) The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid (Point will be allocated as per pro rata (proportional) JV percentage split. This is only applicable on company experience under functionality.***
- c) The JV partners must submit both mandatory documents for each Company.***
- d) Preferred JV bidder will be required to submit a JV bank account and VAT number.***
- e) The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.***
- f) LNW is not compelled to accept the lowest or any bid.***
- g) LNW reserves the right to reduce the scope of works due to budget constraint or reduction of scope by client.***
- h) Bidders will be subjected to risk assessment, verification, and arithmetic check.***

B. CONTRACT CONDITIONS

- i. For bids of an amount of R 30 million and above, the tenderer is to subcontract part of his/her works of the project to a minimum of 30% of the contract value. The works to be sub-contracted to the designated groups of locals (51% black owned companies) within the Greater Tzaneen Local Municipality. Local sub-contractors are to comply with applicable regulations. The works to be subcontracted includes but not limited to civil works, plant hire, supply of material etc.
- ii. LNW reserves the right to request the contractor to subcontract works within the project to locals in Greater Tzaneen Local Municipality for bids below R 30 Million upon contractors acceptance.
- iii. The approved bidder shall under no circumstances interrupt the operations of the plant as a result of his/her activities in, or around the Scheme;
- iv. Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract; and
- v. Labour desk to be created for employing local labour. All unskilled labour will be from local communities, skills transfer to be considered and where skilled locals are available, they are to be given first preference.
- vi. Form of contract shall be GCC 2015.
- vii. Risk analysis will be conducted for 5 SE or higher contractors by Lepelle Northern Water through verifying company experience and personnel as submitted by the bidder including the arithmetic checks on the contract amount.

CONTRACT DATA

The General Conditions of Contract for Construction Works Third Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Contract Specific Data.

The following contracts data are applicable to this contract:

REFERENCE TO:	CLAUSE.	DATA
Contractor.	1.1.1.9	To be appointed by Lepelle Northern Water
Defect liability Period	1.1.1.13	The defect liability period shall be 12 months.
Due Completion Date	1.1.1.14	The Works shall be completed within 18 calendar months as envisaged by the employer.(As required by the main contractor)
Employer.	1.1.1.15	Lepelle Northern Water
Employer's Agent	3.2.1	Tangos Consultant 122, Diemeer Bendor, Polokwane Email: admin@tangosgroup.co.za 015 298 8828
Sub-Contracting	4.4	No Works of value more than 25% of contract amount may be sublet to non-HDI Sub-contractor if contract has been obtained with HDI points
Selection of subcontractors	4.4.1	The tenderer/Contractor is to subcontract part of his works of the project in compliance to national treasury guidelines PPPFA 2017 item 9. The works to be sub-contracted to the designated group of locals within the Tzaneen Local Municipality/ District Municipality or Limpopo Province where feasible. Sub-contractors are to comply with applicable regulations and approved by LNW. This will be done by a subcontractor selected by the Contractor in consultation with the Employer.
Contract Cessions	5.1	Contract Cessions will be approved by the Employer on this Project



REFERENCE TO:	CLAUSE.	DATA
Documentation Required Before Commencement with Works	5.3.1	The Works are to be commenced within twenty-one (21) days of the Commencement Date. The documentation required before commencement with Works execution are: ✓ A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated there under (Refer to Clause 4.3). Tender Document will be applicable ✓ Health and Safety Plan and approved OHS file by the Department of Labor in terms of Construction Regulations 2014 (Clause 4.3) ✓ Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3). ✓ Sub-contracting strategy including information pertaining to the identified sub-contractors to be used (names, proven capabilities, project experience and scope of work to be sub-contracted) (clause 4.4.1) ✓ Initial Program Clause 5.6 ✓ Security Clause 6.2 ✓ Insurance Clause 8.6 ✓ CVs and qualifications of key staff, and Contractor's project team organogram. Clause 8.6
Submission of documents required in clause 5.3.1	5.3.2	The time to submit the documentation required before commencement with the Works execution is 21 days except OHS related documents which must be submitted within 7 days.
Time for Completion	5.6.2.1	18 months from date of site handover, including Special Non-working.

REFERENCE TO:	CLAUSE.	DATA
Special Non-working days	5.8.1	<i>The special non-working days are public holidays</i>
Penalty for delay	5.13.1	<i>0.03% of the contract value per calendar day and part thereof.</i>
Liability for Any Latent Defects	5.16.3	<i>The latent defect period is 10 years.</i>
Guarantee Sum	6.2.1/6.2.2	<i>The form of security for this contract will be a Performance Guarantee to the value of 10% of the Contract Value</i>
Contract Guarantee	6.2.3	<i>The performance guarantee shall not have an expiry date</i>
Percentage Allowances	6.5.1.2.3	<i>The percentage allowances shall be 10%.</i>
Contract Price Adjustment	6.8.2	<i>Contact Price Adjustment is applicable.</i>
Special Materials	6.8.3	<i>There are no special materials in this contract.</i>
Materials on Site	6.10.1.5	<i>The percentage limit on materials and plant not yet built into the Permanent Works is 80% of the value of the plant and materials. No upfront payment shall be permitted. Proof of payment and formal cession of the plant and material to LNW will be required.</i>
Retention Money	6.10.3	<i>The percentage retention is 10% in addition to the performance guarantee on each payment certificate and in accordance to LNW Policy.</i>
Limit of Retention	6.10.3	<i>The limit of retention money is 10% of the tender sum. N/A</i>
Retention Money Guarantee	6.10.5	<i>A Retention Money Guarantee may be required in lieu of retention money. N/A</i>
Variations exceeding 15 per cent	6.11	<i>Delete "15 percent" in this and associated clauses and enter "50 per cent".</i>
Defects Liability Period	7.8.1	<i>12 Months</i>

REFERENCE TO:	CLAUSE.	DATA
Excepted Risks	8.3	<i>The contractor must include in his insurances risks due to use or occupation by the Employer or Employees of the Employer or agents or other contractors of any part of the Works.</i>
Limit of indemnity	8.4.2	<i>claims unlimited</i>
Insurances	8.6.1	<i>The amount to be included in the sum insured to cover the value of:</i>
	8.6.1.1.2	<i>Materials and equipment supplied by the Employer for incorporation into the works is Nil excluding VAT.</i>
	8.6.1.3	<i>The limit of the liability insurance required shall not be less than the contract amount. The number of claims during the construction and Defects Liability Period shall be unlimited.</i>
	8.6.1.5	<i>The following additional and varied insurances are required: CAR & SASRIA should not be less than the contract amount.</i>
Dispute Resolution	10.5.1, 10.5.3	<i>The number of Adjudication Board Members to be appointed: one.</i> <i>Adjudication, Arbitration, and the Court will be acceptable dispute resolution mechanisms</i>

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The Standard Conditions of Tender are contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of July 2015 as amended in Board Notice 136 of 2015, Construction Industry Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za) and may be obtained from the CIDB (Tel 012-343 7136).

The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the Clause in the CIDB Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
F.1.1	The employer is <i>Lepelle Northern Water</i>

F.1.2	The Tender Documents issued by the Employer are: BOOK 1 OF 2 Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender Data T1.3 Preferential Procurement Regulations – Lepelle Northern Water Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules T2.3 Declaration Certificate for Local content Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract Data C1.3 Blasting Indemnity C1.4 Health and Safety contract Part C2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities BOOK 2 OF 3 Part C3: Scope of work C3.1 Description of Works C3.2 Standard Specifications C3.3 Amendments to Standard Specifications C3.4 Particular Specifications C3.5 HIV/AIDS Requirements C3.6 Occupational Health and Safety C3.7 General Conditions of Contract (Government) C3.8 Labor Intensive Construction Part C4: Site Information C4.1 Site Information BOOK 3 OF 3- DRAWINGS <u>DOCUMENT PACKAGING</u> Note 1: Book 1 of 3 and Book 2 of 3 only must be submitted to the Employer for tender evaluation purposes. The tenderer must ensure that his/her priced Bill of Quantity (BoQ) forms part of book 1 of 3 and is attached after PRICING INSTRUCTIONS contained in book 1 of 3.
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	Note 2: Book 3 of 3 forms an integral part of the tender and will form part of the construction contract. Therefore, this book 3 of 3 must also be studied by the Tenderer when preparing his/her tender. This book may not be submitted with the Tenderer's bid documents; however, it will be included in the construction contract of the successful Tenderer.
F.1.4	The Employer's Agent is Tangos Consultants (Pty) Ltd.
F.2.1	A Tenderer will not be eligible to submit a tender if: (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) the Tenderer does not have the legal capacity to enter into the contract; (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer has not completed works of a similar nature as described in Clause F.3.11.5 (g) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract, including: i. Confirmation from the Department of Labour of submission of the Tenderer's latest Employment Equity Policy as required in terms of the Employment Equity Act, 55 of 1998; Employment Equity Plan: Section 20 ii. Proof of UIF payment being up to date in terms of the Unemployment Insurance Contributions Act, No. 4 of 2002 iii. Proof of Expenditure for Skills Development as required in terms of the Skills Development Levies Act, 1999 (h) The Tenderer fails to offer the minimum contract participation goal. The contract participation goal on this project is a minimum of 30% of the net amount (N_A) of the contract. Refer to T2.2.34 for detailed information on contract participation goal.

	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for required class of construction work; and b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: i. That the Employer, following an interview with the management of the enterprise, is satisfied that such a Contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and ii. That the Employer, following a risk assessment, agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.
	Joint ventures are eligible to submit tenders provided that: i. every member of the joint venture is registered with the CIDB and a lead partner must be declared; ii. the lead partner has a contractor grading designation in the required class of construction work; and iii. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Non-Attendance of any compulsory site meeting shall result in the Tender to be rejected by the Employer.
F.2.8	Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.2.10	All Tenderers (all the partners in the case of a joint venture) must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).

F.2.12	If a tenderer wishes to submit an alternative tender offer over and above the main offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified pricing data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus Nil copies.
F.2.13.5 F.2.15.1	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are stated in the Tender Notice and Invitation to Tenderers: The tender submission must be sealed and endorsed with the tender reference number, title of tender, volume number/name as well as the closing date and time of the tender.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is ninety (90) days from the closing time for submission of tenders
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access to the project site will be arranged after the clarification meeting for tenderers to visit the site.
F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.23	The tenderer is required to submit with his tender as Part T2 Returnable Documents, the certificates and documents listed in Section T2.1. The certificates as required in the Returnable Schedules and Forms must, where indicated as such, be provided with the tender by each party to a consortium / joint venture.

F.3.4	Tenders will be opened immediately after the closing time for Tenders as stipulated in T1.1 Tender Notice and Invitation to Tender. Tenders will be opened immediately after the closing time for Tenders.
F.3.5	A two-envelope system will <u>not be followed</u> .
F.3.11	The tender evaluation method to evaluate all responsive tender offers will be Method 4 (Functionality, Price and Preference) .
F.3.11.1	Bids will further be evaluated in terms of Method 4: • Stage 1: Evaluation on Functionality (Minimum of 80% to be scored to be considered responsive) • Stage 2: Evaluation on 80/20 or 90/10 preferential points system (Price and BBEE)
F.3.11.3	The financial offer will be scored in terms of the formula in F.3.11.3 (4)(a)(i) of the Standard Conditions of Tender.
	The total points for Price and preferences must add up to 100 points. The financial offer will be scored using Formula: <u>Formula for scoring the Tender Price</u> $P_p = A \times \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)$ Where P_p = Preference points for price of tender under consideration; A = Points allocated to price; P_t = Rand value of tender under consideration; and P_{min} = Rand value of the lowest acceptable tender <u>Total Scores for Price and Direct Preferences</u> The points scored for a Tenderer in respect of Price must be added to the points scored for the Direct Preferences. Only the tender with the highest number of points may be selected, unless there are compelling and justifiable reasons not to do so.
F.3.11.3	The functionality criteria and maximum score in respect of each of the criteria are as follows:
F.3.11.5	The procedure for the evaluation of responsive tenders is functionality, then preference and price.
	<u>Stage 1: Evaluation on Functionality</u> Under functionality, Bidders must achieve a minimum of 75% (15) of functionality points in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBEE).



Tender No: LNW 15\21\22

BABANANA WATER PROJECT RS 135 -

Phase 1: Rock Blasting Services



5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

	Non-compliant contributor	0	0
F3.13.1	Tender offers will only be accepted if: a) the tenderer submits their UNIQUE PIN issued by the South African Revenue Services; b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of this procurement document c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: i) abused the Employer's Procurement Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;		
	g) the tenderer is registered and in good standing with the Compensation Fund or with a licensed compensation insurer; h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the tenderer has committed to allocate a minimum of 30% of the net amount (N_A) of the contract to targeted enterprises j) the tenderer complies with the Department of Trade and Industry (dti) minimum threshold requirements for local content for local production and content for: • Valves		
F.3.17	The number of paper copies of the signed Contract to be provided by the Employer is one (1)		

T1.3 PREFERENTIAL PROCUREMENT REGULATIONS

Supply Chain Management Procedures

Lepelle Northern Water is committed to fair, equitable and transparent supply chain management procedures free of corruption of any nature. Should anybody suspect any irregularity of any sort they are requested to state their concerns in writing to the Chief Executive Officer of Lepelle Northern Water without delay. Should a satisfactory explanation or action not be forthcoming from the Chief Executive Officer the matter should be reported to the office of the Public Protector.

This Request for Proposals has been compiled and approved by the Bid Specification Committee of Lepelle Northern Water established in terms of the Public Finance Management Act and its Regulations.

The bids received will be evaluated by the Bid Evaluation Committee in terms of the bids evaluation criteria described in this document. The Committee will then submit a report on the bids received to the Bid Adjudication Committee.

The Bid Adjudication Committee will make a recommendation to the Accounting Officer or his delegate nominated in writing. The Accounting Officer will either accept the recommendation of the Bid Adjudication Committee or refer it back to the Bid Adjudication Committee for further investigation or award the contract to a different bidder. In the event that the contract is awarded to a different bidder from the one recommended by the Bid Adjudication Committee, the Auditor-General shall be informed of the reasons for the decision.

The above process will, depending upon the complexity of the project and the number of bids received, take between 4 and 6 weeks. Bidders are requested to refrain from making queries on progress and/or from submitting unsolicited information regarding their bids and especially from commenting on other bidders' proposals during this time. Lepelle Northern Water will endeavor to keep bidders informed of the progress of the process.

PART T2

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tender document must be completed in full. The information the tenderer shall supply in his/her tender or attached to his/her tender shall include, but not be limited to the documents and schedules as set out below.

1. Company registration certificated/ Copy of a sole trader (Copies must be certified)
2. Tax Clearance Certificate/s (Original and Valid)
3. Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)
4. Letter of Good Standing (COIDA)
5. Company Profile
6. CIDB Registration Certificate/s
7. B-BBEE Certificate
8. Municipal current rates account not more than three months in arrears should be submitted

Schedule A	Certificate for authority of companies	*1
Schedule B	Record of Addenda to tender documents	*1
Schedule C	Relevant Work Experience carried out specific to this Project	*1
Schedule D	Tenderer Key Personnel and Project Specific Organogram. (Key personnel to sign declaration)	*1
Schedule E	Construction Plant & Equipment	*1
Schedule F	Company Banking Details	*1
Schedule G	Full details of directors / trustees / members / shareholders	*1
Schedule H	Contractors' OHS Management system checklist	*2
Schedule I	Contractors Labour Content	*1
Schedule J	Local Subcontracting-Completed and signed	*2
Schedule K	Estimated Monthly Expenditure	*1
Schedule L	Project Execution Approach and Methodology	*1
SBD 1	Invitation to Tender	*2
SBD 2	Tax Clearance Certificate	*2
SBD 3.1	Pricing Schedule	*2
SBD 4	Declaration of interest	*2
SBD 6.1	Preference Points	*2
SBD 6.2	Declaration Certificate for Local Product and Content for Designated Sections	*2
SBD 8	Declaration of Past Supply Chain Management	*2
SBD 9	Certificate of Independent bid determination	*2

NOTES:

*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

*2 - SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.2 RETURNABLE SCHEDULES

SCHEDULE A: CERTIFICATE OF AUTHORITY FOR COMPANIES

This Returnable Schedule is to be completed by companies and close corporations. Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	C Joint Venture	E Close Corporation

B.1 Certificate for company

I,, managing director of the board of directors of hereby confirm that by resolution of the board taken on20....., Mr./Ms , has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company. As witnesses:

-
Managing Director
Date
- 2.
Witness
Date

B.2. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms....., authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf of:

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

B.3 Certificate for close Corporation

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

.....

hereby authorise Mr/Ms, to

sign all documents in connection with the tender and any contract resulting from it on our behalf of:

NAME	ADDRESS	SIGNATURE	DATE

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

SCHEDULE B: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

NOTE: Attach additional pages if more space is required.

Signed: Date:

Name: Position:

Tenderer:

Tender No: LNW 15\21\22

**BABANANA WATER PROJECT RS 135 -
Phase 1: Rock Blasting Services**



SCHEDULE C: RELEVANT WORK CARRIED OUT BY TENDERER

Provide successfully completed traceable projects in the **“completed traceable projects in blasting works”**. Relevant CompletionCertificates (accompanied by a detailed scope of work subject to verification) must be attached for each project's as proof of Company Experience to score points.

Project Description	Contract Value (VAT excl)	Project Duration		Expenditure @ Completion	Reference		
		Start	Finish		Name:	Organization:	Tel No:

Name of Tendering Entity:

Signature:

_____ DATE: _____

SCHEDULE D**TENDERER'S KEY PERSONNEL**

A Signed declaration/employment contract by proposed qualifying Contracts Manager, Site Manager, Safety Officer, General Foreman and Quality Control Officer must be included on their CV's. No points will be allocated, if detailed CV's with relevant qualifications and the required declarations are not attached. Each candidate must expect to be called for verification, should the proposed candidate be not available during construction, a similar replacement or better must be made available immediately and an employer must be notified in advance. The Key Proposed Key Personnel Certification format to be used is on Page T2.2-42 to T2.2-45

The tenderer must bear in mind the competency and experience of key personnel required in this tender and that the remuneration for these key personnel must be fully included in the tendered rates.

Full Names & Surname	Position in the Project Organogram	Qualification	No Years of Relevant Experience

TENDERER:

SIGNATURE:

DATE:

PROJECT SPECIFIC ORGRANOGRAM

1. KEY PROPOSED KEY PERSONNEL CERTIFICATION – *Contract Manager*

I, THE UNDERSIGNED (FULL NAMES OF PROPOSED KEY PERSONNEL):
..... CERTIFY THAT THE
INFORMATION FURNISHED ON THE CV IS CORRECT AND THAT I SHALL BE AVAILABLE FOR THE
PROJECT IN THE EVENT THAT MY EMPLOYER IS APPOINTED.

OUR ORGANISATION (FULL NAME OF COMPANY):
..... CERTIFY THAT
THE PROPOSED PERSONAL SHALL BE AVAILABLE AND IN THE EVENT THAT HE/SHE IS NOT
AVAILABLE IN THE EVENT OF APPOINTMENT, A SUITABLE REPLACEMENT SHALL BE MADE AVAILABLE FOR
DELOYEMENT TO THE PROJECT

.....
Signature of Proposed Staff

.....
Date

.....
Position as per Proposal

.....
Name of Company Rep:

.....
Signature by Company Rep.



2. KEY PROPOSED KEY PERSONNEL CERTIFICATION – *Site/Construction Manager*

I, THE UNDERSIGNED (FULL NAMES OF PROPOSED KEY PERSONNEL):
..... CERTIFY THAT THE
INFORMATION FURNISHED ON THE CV IS CORRECT AND THAT I SHALL BE AVAILABLE FOR THE
PROJECT IN THE EVENT THAT MY EMPLOYER IS APPOINTED.

OUR ORGANISATION (FULL NAME OF COMPANY):
..... CERTIFY THAT
THE PROPOSED PERSONAL SHALL BE AVAILABLE AND IN THE EVENT THAT HE/SHE IS NOT
AVAILABLE IN THE EVENT OF APPOINTMENT, A SUITABLE REPLACEMENT SHALL BE MADE AVAILABLE FOR
DELOYEMENT TO THE PROJECT

.....
Signature of Proposed Staff

.....
Date

.....
Position as per Proposal

.....
Name of Company Rep:

.....
Signature by Company Rep.



3. KEY PROPOSED KEY PERSONNEL CERTIFICATION – General Foreman

I, THE UNDERSIGNED (FULL NAMES OF PROPOSED KEY PERSONNEL):
..... CERTIFY THAT THE
INFORMATION FURNISHED ON THE CV IS CORRECT AND THAT I SHALL BE AVAILABLE FOR THE
PROJECT IN THE EVENT THAT MY EMPLOYER IS APPOINTED.

OUR ORGANISATION (FULL NAME OF COMPANY):
..... CERTIFY THAT
THE PROPOSED PERSONAL SHALL BE AVAILABLE AND IN THE EVENT THAT HE/SHE IS NOT
AVAILABLE IN THE EVENT OF APPOINTMENT, A SUITABLE REPLACEMENT SHALL BE MADE AVAILABLE FOR
DELOYEMENT TO THE PROJECT

.....
Signature of Proposed Staff

.....
Date

.....
Position as per Proposal

.....
Name of Company Rep:

.....
Signature by Company Rep.



4. KEY PROPOSED KEY PERSONNEL CERTIFICATION – *Safety Officer*

I, THE UNDERSIGNED (FULL NAMES OF PROPOSED KEY PERSONNEL):
..... CERTIFY THAT THE
INFORMATION FURNISHED ON THE CV IS CORRECT AND THAT I SHALL BE AVAILABLE FOR THE
PROJECT IN THE EVENT THAT MY EMPLOYER IS APPOINTED.

OUR ORGANISATION (FULL NAME OF COMPANY):
..... CERTIFY THAT
THE PROPOSED PERSONAL SHALL BE AVAILABLE AND IN THE EVENT THAT HE/SHE IS NOT
AVAILABLE IN THE EVENT OF APPOINTMENT, A SUITABLE REPLACEMENT SHALL BE MADE AVAILABLE FOR
DELOYEMENT TO THE PROJECT

.....
Signature of Proposed Staff

.....
Date

.....
Position as per Proposal

.....
Name of Company Rep:

.....
Signature by Company Rep.



5. KEY PROPOSED KEY PERSONNEL CERTIFICATION – Quality Control Officer

I, THE UNDERSIGNED (FULL NAMES OF PROPOSED KEY PERSONNEL):
..... CERTIFY THAT THE
INFORMATION FURNISHED ON THE CV IS CORRECT AND THAT I SHALL BE AVAILABLE FOR THE
PROJECT IN THE EVENT THAT MY EMPLOYER IS APPOINTED.

OUR ORGANISATION (FULL NAME OF COMPANY):
..... CERTIFY THAT
THE PROPOSED PERSONAL SHALL BE AVAILABLE AND IN THE EVENT THAT HE/SHE IS NOT
AVAILABLE IN THE EVENT OF APPOINTMENT, A SUITABLE REPLACEMENT SHALL BE MADE AVAILABLE FOR
DELOYEMENT TO THE PROJECT

.....
Signature of Proposed Staff

.....
Date

.....
Position as per Proposal

.....
Name of Company Rep:

.....
Signature by Company Rep.

SCHEDULE E**CONSTRUCTION PLANT AND EQUIPMENT**

The following are lists of major items of **relevant** equipment that the bidder presently owns or leases and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

	Quantity	Description, size, capacity, etc.	Indicate if equipment is: • owned, • rented, • will be rented • will be bought and availability %
1.			%
2.			%
3.			%
4.			%
5.			%
6.			%
7.			%
8.			%
9.			%

Signed _____ Date _____

Name _____ Position _____

Tenderer

SCHEDULE F**COMPANY BANKING DETAILS & FINANCIAL REFERENCE**

1. Complete Name :
(Business)
- Registered Address :
- Registration No. :
- Type of Business :

Indicate with an "X"

One-man Business	Partnership	Private Company	Closed Corporation	Joint Venture	Consortium	Others
---------------------	-------------	--------------------	-----------------------	------------------	------------	--------

- Date registered :
- Tel. No. : (W) Code: No.:
- Cell No. :
- Fax No. : Code: No.:
- E-mail :

2. AUTHORIZED / CONTACT PERSON

- Name :
- Title :

3. FINANCIAL DETAIL**(1) Bank detail**

- Bank Rating (Provide stamped confirmation letter from the bank)
- Bank :
- Branch :
- Account Name:
- Account No. :
- Contact person at bank:
- Tel No. :
- E-mail No. :

SCHEDULE G

FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Perusal Number



**SCHEDULE H:
CONTRACTOR'S OHS MANAGEMENT SYSTEM CHECKLIST**

		YES / NO
1.	OHS Policy and Management	
1.1	Is there a written company health and safety policy?	☐ ☐
1.2	Does the company have an OHS Management System?	☐ ☐
1.3	Is there a company OHS Management System manual or plan?	☐ ☐
1.4	Are health and safety responsibilities clearly identified for all levels of staff?	☐ ☐
2.	Safe Work Practices and Procedures	
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	☐ ☐
2.2	Does the company have any permit to work systems?	☐ ☐
2.3	Is there a documented incident investigation procedure?	☐ ☐
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company?	☐ ☐
2.5	Are there procedures for storing and handling hazardous substances?	☐ ☐
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?	☐ ☐
1.	OHS Training	
3.1	Is health and safety training conducted in the company	☐ ☐
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?	☐ ☐
2.	Health and Safety Workplace Inspection	
4.1	Are regular health and safety inspections at worksites undertaken?	☐ ☐
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?	☐ ☐
4.3	Is there a procedure by which employees can report hazards at workplaces?	☐ ☐
5.	Health and Safety Consultation	
5.1	Is there a workplace health and safety committee?	☐ ☐



5.2 Are employees involved in decision making over OHS matters?

5.3 Are there employee elected health and safety representatives?

☐ ☐

3. OHS Performance Monitoring

6.1 Is there a system for recording and analyzing health and safety performance statistics?

☐ ☐

6.2 Are employees regularly provided with information on company health and safety performance?

☐ ☐

6.3 Has the company ever been convicted of an occupational health and safety offence?

☐ ☐

7. Health and Safety Plan for this specific contract

7.1 Does your company's health and safety plan contain the following elements?

☐ ☐

- a) Description of contract
- b) OHS structure for work undertaken under this contract
- c) Induction and safety training
- d) Safe work practices and procedures for specific work undertaken
- e) Risk assessment for specific work undertaken
- f) Workplace inspection schedule for duration of contract
- g) OHS consultative processes to be followed
- h) Emergency procedures for specific contract
- i) Incident recording and investigation procedures
- j) Health and safety performance monitoring arrangements to be implemented during contract

Signed:

Name:

Position:

SCHEDULE I: CONTRACTOR LABOUR CONTENT

The tenderer shall complete the table below to reflect the labor force anticipated to be employed on this contract, including labor employed by sub-contractors.

The specified minimum target value is 10% of Tendered Sum

TYPE OF LABOUR	MAN-HOURS	TOTAL WAGE COST (EXCL. VAT)
Permanent Labor		
Temporary Labor		
SMME/BEE's Labor		
TOTAL		
PERCENTAGE (%)		

Note to tenderer: Labor is defined as hourly paid personnel

SIGNED ON BEHALF OF THE TENDERER:.....

SCHEDULE J: LOCAL SUBCONTRACTING

Subcontracting agreement of 30% of contract value with local EME (Exempted Micro Enterprise) or QSE (Qualifying Small Enterprises) within the Greater Giyani Municipality or Mopani District Municipality in compliance to National Treasury guidelines PPPFA 2017 item 9 on subcontracting with 51% Black owned company. Failure to comply will lead to disqualification. The tenderer shall sign a sub-contracting agreement with a sub-contractor on the list provided by LNW as part of the online tender documentation. The sub-contracting agreement shall be attached to Schedule J of the tender submission and duly signed.

We notify you that it is our intention to employ Local Subcontractors for the following Works in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

Item No	Description of the Works	Value of Work
1.		
2.		
3.		
4.		
5.		
TOTAL		

SIGNED ON BEHALF OF THE TENDERER:.....

SCHEDULE K**CONTRACTORS' ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary Programme and his tendered unit rates, in the table below.

MONTH NO.	VALUE
1:	R
2:	R
3:	R
4:	R
5:	R
6:	R
7:	R
8:	R
9:	R
10:	R
11:	R
12:	R
TOTAL	R

SIGNED ON BEHALF OF TENDERER:

SCHEDULE L

PROJECT EXECUTION APPROACH AND METHODOLOGY

The tenderer is required to submit a method statement setting out how the work is to be undertaken in general and with particular reference, inter alia, to the following:

- Rock Blasting Works
- Traffic accommodation during construction in a built up area
- Protection of the general public during construction activities
- Protection of existing services (sewer, electricity, telephone, etc);
- Protection of working space;

This list is not exhaustive but is provided to assist with preparation of the method statement

The tenderer must attach the method statement to this page. The method statement should be no longer than 3 pages.

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add by in achieving the stated objectives for the project.

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how safety and risks will be managed and what contribution can be made regarding value management.



SBD1

INVITATION TO BID YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEPELLE NORTHERN WATER

BID NUMBER: LNW 15/21/22 CLOSING DATE: 26 JANUARY 2022 CLOSING TIME: 11h00

DESCRIPTION: ROCK BLASTING SERVICES

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**LEPELLE NORTHERN WATER
NO. 1 LANDROS MARE STREET
POLOKWANE
700**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER CODENUMBER

CELLPHONE NUMBER.....

FAX NUMBER CODENUMBER

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION

ACT(CCA)..... ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM
(SANAS); OR.....☐

A REGISTERED AUDITOR.....☐ *[TICK APPLICABLE BOX]*

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY
FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES /
WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE(VAT Inclusive)

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: **Supply Chain Management**

Contact Person: Ms Emily Mabetlela

Tel: **015 295 1800/1958**

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
2. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this option, taxpayers will need to register with SARS as eFilers through the website www.efiling.gov.za.



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no		Company/Close Corp. registered no
Income Tax ref no		PAYE ref no
VAT registration no	4	SDL ref no
Customs code		UIF ref no
Telephone no	CODE NUMBER	Fax no
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no		Income Tax ref no
Telephone no	CODE NUMBER	Fax no
E-mail address		
Physical address		

**BABANANA WATER PROJECT RS 135 -
Phase 1: Rock Blasting Services**
**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Date

Signature of applicant/Public Officer

Name of applicant/
Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

ANNEXURE B

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of companies, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder

YES / NO

presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid
document?

YES / NO

**(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.**

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars:

-

- 2.10** Are you, or any person connected with the bidder, **YES/NO**
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

.....

- 2.11** Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
 CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME
 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of below R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 1.2

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) 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.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annexure A of SATS 1286:2011) for this bid is/are as follows:**

Not applicable

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

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 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.

5. 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.

DECLARATION

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN SECTION 3; 4 AND 4.1 ABOVE IS
 CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME
 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 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.



- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a) abused the institution's supply chain management system;
 - b) committed fraud or any other improper conduct in relation to such system; or
 - c) Failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied) The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		



SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the tenderers, 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 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.

10. 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.

.....
Signature Date

.....
Position Name of Bidder

T2.3 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

PROJECT NAME: ROCK BLASTING SERVICES

Table 1 : Local Content Table

ITEM	SPECIFICATIONS AND IDENTIFICATION	MINIMUM % FOR LOCAL CONTENT PER UNIT
1		
2		

TABLE 2 Above: List of items listed above to be procured indicating the minimum local content threshold.

- Bidders are expected to fill in the SBD 6.2 section and Annexures C (Local Content Declaration - Summary Schedule), D (Imported Content Declaration - Supporting Schedule to Annexure C) and E (Local Content Declaration - Supporting Schedule to Annexure C). All the BOQ within the local content list must be filled in on the annexures listed. Failure to sign and list the items above will lead to disqualification of the bid document.

Phase 1: Rock Blasting Services



T2.2 - 65

Tender No: LNW 15/21/22

BABANANA WATER PROJECT RS 135 -

Phase 1: Rock Blasting Services

SATS 1286.2011											
Annex D											
Imported Content Declaration - Supporting Schedule to Annex C											
(D1)	Tender No.	LNW15/21/22						Note: VAT to be excluded from all calculations			
(D2)	Tender description:	ROCK BLASTING SERVICES									
(D3)	Designated Products:										
(D4)	Tender Authority:										
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	Pula		EU		GBP					
A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value or per Cummer	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs &	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											
										This total must correspond with Annex C	
B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value or per Cummer	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs &	Total landed cost excl VAT		Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	
(D32) Total imported value by tenderer											



C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											
D. Other foreign currency payments				Calculation of foreign currency payments						Summary of payments	
Type of payment	Local supplier making the	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party											
Signature of tenderer from Annex B											
				(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above							
Date:										This total must correspond with Annex C - C 23	

(E1)	Tender No.	LNW 15/21/22
(E2)	Tender description:	ROCK BLASTING WORKS
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

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

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

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(E13) Total local content

This total must correspond with Annex C - C24

Date:

PART C1

AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

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

Project Name: LNW 15/21/22- ROCK BLASTING SERVICES

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

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

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

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature

Date

Name

Capacity

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness

.....

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1: Contract Data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work.

Part C4: Site information

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

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

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

Signature Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date

Schedule of Deviations (To be filled in if there are any Deviations or Alternatives accepted)

1. Subject	:	
Details	:	
2. Subject	:	
Details	:	
3. Subject	:	
Details	:	
4. Subject	:	
Details	:	
5. Subject	:	
Details	:	

By the duly authorized representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed

copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(To be signed only if there are any Deviations listed above)

Signature Date

Name

Capacity

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness

.....

Date

Signature

Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date

C1.2 CONTRACT DATA

The General Conditions of Contract for Construction Works Third Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Block 19, Thornhill Office Park
Bekker Street, Vorna Valley,
Midrand.
Private Bag X200, Halfway House. 1685
Tel: 011-805 5947
Fax: 011-805 5971

C1.2.1 Contract Specific Data.

The following contracts data are applicable to this contract:

REFERENCE TO:	CLAUSE.	DATA
Contractor.	1.1.1.9	To be appointed by Lepelle Northern Water
Defect liability Period	1.1.1.13	The defect liability period shall be 12 months.
Due Completion Date	1.1.1.14	The Works shall be completed within 18 calendar months as envisaged by the employer.(As required by the main contractor)
Employer.	1.1.1.15	Lepelle Northern Water
Employer's Agent	3.2.1	Tangos Consultant 122, Diemeer Bendor, Polokwane Email: admin@tangosgroup.co.za 015 298 8828
Sub-Contracting	4.4	No Works of value more than 25% of contract amount may be sublet to non-HDI Sub-contractor if contract has been obtained with HDI points
Selection of subcontractors	4.4.1	The tenderer/Contractor is to subcontract part of his works of the project in compliance to national treasury guidelines PPPFA 2017 item 9. The works to be sub-contracted to the designated group of locals within the Tzaneen Local Municipality/ District Municipality or Limpopo Province where feasible. Sub-contractors are to comply with applicable regulations and approved by LNW. This will be done by a subcontractor selected by the Contractor in consultation with the Employer.
Contract Cessions	5.1	Contract Cessions will be approved by the Employer on this Project



REFERENCE TO:	CLAUSE.	DATA
Documentation Required Before Commencement with Works	5.3.1	The Works are to be commenced within twenty-one (21) days of the Commencement Date. The documentation required before commencement with Works execution are: ✓ A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated there under (Refer to Clause 4.3). Tender Document will be applicable ✓ Health and Safety Plan and approved OHS file by the Department of Labor in terms of Construction Regulations 2014 (Clause 4.3) ✓ Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3). ✓ Sub-contracting strategy including information pertaining to the identified sub-contractors to be used (names, proven capabilities, project experience and scope of work to be sub-contracted) (clause 4.4.1) ✓ Initial Program Clause 5.6 ✓ Security Clause 6.2 ✓ Insurance Clause 8.6 ✓ CVs and qualifications of key staff, and Contractor's project team organogram. Clause 8.6
Submission of documents required in clause 5.3.1	5.3.2	The time to submit the documentation required before commencement with the Works execution is 21 days except OHS related documents which must be submitted within 7 days.
Time for Completion	5.6.2.1	18 months from date of site handover, including Special Non-working.

REFERENCE TO:	CLAUSE.	DATA
Special Non-working days	5.8.1	The special non-working days are public holidays
Penalty for delay	5.13.1	0.03% of the contract value per calendar day and part thereof.
Liability for Any Latent Defects	5.16.3	The latent defect period is 10 years.
Guarantee Sum	6.2.1/6.2.2	The form of security for this contract will be a Performance Guarantee to the value of 10% of the Contract Value
Contract Guarantee	6.2.3	The performance guarantee shall not have an expiry date
Percentage Allowances	6.5.1.2.3	The percentage allowances shall be 10%.
Contract Price Adjustment	6.8.2	Contact Price Adjustment is applicable.
Special Materials	6.8.3	There are no special materials in this contract.
Materials on Site	6.10.1.5	The percentage limit on materials and plant not yet built into the Permanent Works is 80% of the value of the plant and materials. No upfront payment shall be permitted. Proof of payment and formal cession of the plant and material to LNW will be required.
Retention Money	6.10.3	The percentage retention is 10% in addition to the performance guarantee on each payment certificate and in accordance to LNW Policy.
Limit of Retention	6.10.3	The limit of retention money is 10% of the tender sum. N/A
Retention Money Guarantee	6.10.5	A Retention Money Guarantee may be required in lieu of retention money. N/A
Variations exceeding 15 per cent	6.11	Delete “15 percent” in this and associated clauses and enter “50 per cent”.
Defects Liability Period	7.8.1	12 Months



REFERENCE TO:	CLAUSE.	DATA
Excepted Risks	8.3	<i>The contractor must include in his insurances risks due to use or occupation by the Employer or Employees of the Employer or agents or other contractors of any part of the Works.</i>
Limit of indemnity	8.4.2	<i>claims unlimited</i>
Insurances	8.6.1	<i>The amount to be included in the sum insured to cover the value of:</i>
	8.6.1.1.2	<i>Materials and equipment supplied by the Employer for incorporation into the works is Nil excluding VAT.</i>
	8.6.1.3	<i>The limit of the liability insurance required shall not be less than the contract amount. The number of claims during the construction and Defects Liability Period shall be unlimited.</i>
	8.6.1.5	<i>The following additional and varied insurances are required: CAR & SASRIA should not be less than the contract amount.</i>
Dispute Resolution	10.5.1, 10.5.3	<i>The number of Adjudication Board Members to be appointed: one.</i> <i>Adjudication, Arbitration, and the Court will be acceptable dispute resolution mechanisms</i>

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

C1.2.2 Data provided by the Contractor

GCC REF. CLAUSE No	
1.1.1.9	Name of Contractor:
1.2.1.2	Address of Contractor: Physical: Postal: Telephone No: Fax No: E-mail:

Clause 6.8.3 of the GCC:

Special Materials	Unit on which variation will be determined*	Price (ex factory) for the base month (exc. Vat)**

Notes:

* Indicate whether the material will be delivered in bulk or in containers.

** The price for special materials is only the price for the material ex factory and does not include the



cost of transport, labour or any other costs. When called upon to do so, the tenderer shall substantiate the above prices with acceptable documentary evidence for the base month and the month in which the increase is claimed.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



C1.3 BLASTING INDEMNITY

Contract No.

Given by

*Company Registration No.

Address

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa,

*Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein

by in his capacity as the Contractor's

..... duly authorised hereto by a resolution of the Contractor dated

..... a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the **LEPELLE NORTHERN WATER** (hereinafter called the Company) for,

.....

and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at on the day of 20 in the presence of the subscribing witnesses.

AS WITNESSES

1.

SIGNATURE

2.

DESIGNATION OF SIGNATORY

*Delete which does not apply

C1.4 HEALTH AND SAFETY CONTRACT

1. The Occupational Health and Safety Act comprises Sections 1 to 50, Construction Regulations 2014 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Lepelle Northern Water in this respect.
10. The work to be done is _____
11. The area in which the work is to be conducted is _____
12. The contractor shall familiarize himself with such area and all risks existing thereon and undertakes to report to the representative of Lepelle Northern Water any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into the area.



C1.4.1 HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993.

Written agreement between Lepelle Northern Water (hereinafter referred to as "the Employer) and _____ (hereinafter referred to as "the mandatory") as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I _____ representing _____ (mandatory) do hereby acknowledge that _____ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory

Signature on behalf of Employer

Compensation Fund Registration No. of mandatory _____

Good Standing Certificate: ☐ yes ☐ no (tick one box)



C1.4.2 OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

I, the undersigned: _____

in my capacity as: _____

of the firm: _____

1. hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any Lepelle Northern Water buildings, construction sites and/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Lepelle Northern Water; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
2. and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, Lepelle Northern Water -
 - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against Lepelle Northern Water and/or any liability that Lepelle Northern Water may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Lepelle Northern Water clients or neighbors in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against Lepelle Northern Water and any damages for which I, managers or directors of my firm hold Lepelle Northern Water liable.
3. My firm's compensation commissioner number is and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
4. I hereby confirm that I have the authority to sign this indemnity undertaking and that Lepelle Northern Water is not obliged to confirm such confirmation.

Signed at _____ this _____ day

Of _____

Signature

Capacity

As witnesses:

1 _____
Name Signature

2 _____
Name Signature

PART C2

PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications), the Site Information and the Drawings are to be read in conjunction with the Bill of Quantities
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
km	=	kilometer
m	=	meter
m ²	=	square meter
m ³	=	cubic meter
m ³ -km	=	cubic meter-kilometer
nr .	=	number
Prov sum	=	Provisional sum
R/only	=	Rate only
sum	=	lump sum
3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications).
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work at which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump sum:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere but of which the quantity of work is not measured in units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.

8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SABS 1200 applicable specification. The work scheduled payment should be referred to the applicable payment items in SABS 1200, which must receive preference to the reference given in the Schedule of Quantities or if any such reference is not indicated.
12. Those parts of the contract to be constructed using labor-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labor-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labor-intensive specification in the Scope of Works.
- 13 Payment for items, which are designated to be constructed labor-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labor-intensively will not be condoned and any works so constructed will not be certified for payment.

Tender No: LNW 15\21\22

BABANANA WATER PROJECT RS 135 -

Phase 1: Rock Blasting Services

C2.2 SCHEDULE OF QUANTITIES

Summary Table

SECTION	DESCRIPTION	SUMMARY OF SECTION AMOUNT (RANDS)
A	PRELIMINARY AND GENERAL (Maximum 15%)	R
A	PRELIMINARY AND GENERAL	R
B	BLASTING WORK	R
M	SUB TOTAL (Exc.VAT)	R
N	Contingency at 15%	R
O	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES	R
P	Escalation at 5%	R
Q	VAT at 15%	R
R	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES	R

Contract LNW 15/21/22: Rock Blasting Services**Bill of Quantities**

Preliminary and General

Schedule of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	LC
	SANS	<u>BLASTING WORKS</u>					
	PS1200 LG	-					
	PSLG 8.2.1	<u>Establishment of site</u>					
A-1.1.1		(a) Fixed charges	Sum	1			
A-1.1.2		(b) Time-related charges (period to be stated by the contractor)	months	18			
		<u>Re-Establishment of site</u>					
A-1.1.2		(a) re-establishment on site	No	5			
A-1.1.2		(b) camp relocation	No	5			
		<u>TIME-RELATED ITEMS .For the duration of the contract</u>					
		-					
A-1.1.3		a) Contractual Requirements	months	18			
		<u>b) Facilities for Supplier for the duration of contract except where otherwise stated</u>					
A-1.1.4	1.8.1	i) Offices and storage of explosives	months	18			
A-1.1.5		ii) Compliance with all Health and safety requirements	Sum	1			
		-	-	-			
TOTAL							

Contract LNW 15/21/22: Rock Blasting Services**Bill of Quantities**

Rock blasting

Schedule of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	LC
	SANS PS1200 LG PSLG 8.2.1	<u>BLASTING WORKS</u>					
B-1.1.1	1200 D	EARTHWORKS					
B-1.1.2	8.3.2	Bulk Excavation					
B-1.1.3	PSD 8.3.2 (4)	Rock blasting	m ³	20000		R	
B-1.1.4	PSLG 8.2.4	Standing Time for Rock Blasting Gang and the Blasting Equipment	hour	1000		R	
B-1.1.5	PSLG 8.2.8	Extra Over Excavation for Pipe Trenches using pneumatic tools or other techniques where blasting is not permitted	m ³	1000		R	
B-1.1.5.1	(a)						
B-1.1.5.2	(b)	using explosives, where permitted	m ³	1000		R	
B-1.1.6	8.3.3.4	Overhaul (a) Limited overhaul up to 1 km (b) Long overhaul exceeding 1 km	m ³ m ³ km	20000 5000		R R	
B-1.1.7		Additional item not covered in the document To be clearly described below	Sum	1		R	
TOTAL						R	