# DEPARTMENT OF HUMAN SETTLEMENTS (DHS)

# BID NO.: DHS 24/2021(ZONE A2)

## APPOINTMENT OF TURNKEY DEVELOPER FOR THE DESIGN AND INSTALLATION OF INTERNAL SERVICES FOR 1582 SITES IN VRYBURG: NALEDI LOCAL MUNICIPALITY.

## JANUARY 2022

**EMPLOYER:**

**THE HEAD OF DEPARTMENT**
**DEPARTMENT OF HUMAN SETTLEMENTS**
**PRIVATE BAG X2145**
**MMABATHO**
**2735**

**TENDERER** : _____

**CSD Nr** : **MAAA** _____ **TCS PIN** : _____

**CIDB CRS Nr** : _____ **CIDB GRADE** : _____

# THE TENDER

## PART T1: TENDER PROCEDURES

**T 1.1** **Invitation to Bid and Tender Notice**

**T 1.2** **Tender Data**

## T 1.1: INVITATION TO BID AND TENDER NOTICE

| | | | | | |
|---|---|---|---|---|---|
| **BID ADVERTISED** | : | 14 January 2022, Friday | **BID NUMBER** | : | DHS 24/2021 (zone A2) |
| **CLOSING DATE** | : | 28 January 2022, Friday | **CLOSING TIME** | : | 11H00 |

**APPOINTMENT OF TURNKEY DEVELOPER FOR DESIGN AND INSTALLATION OF INTERNAL SERVICES FOR 1 582 SITES IN VRYBURG: NALEDI LOCAL MUNICIPALITY.**

1. Kindly furnish the Department with a bid for services shown on the attached forms.

2. The conditions contained in the General Conditions of Contract (GCC) ANNEXURE A, and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

3. The Department will enter into a contract with the successful bidder.

4. No late, faxed or emailed bids will be considered. Bids received after the closing date and time are late and will as a rule not be acceptable for consideration.

5. Bid documents are available at our office, payable or purchased at a cost of **R200.00 (non-refundable):-**

| | | |
|---|---|---|
| **Bank Account** | : | **FIRST NATIONAL BANK** |
| **Account Name** | : | **NW – Department of Human Settlements** |
| **Account Number** | : | **62825725560** |
| **Branch Code** | : | **210244** |
| **Reference** | : | **DHS 24/2021 (ZONE A2)** |

6. The Department of Human Settlements reserve the right to award any bid in whole or in part to one or more service providers and does not bind itself to award the lowest bidder.

7. All the documents accompanying this invitation to bid must be completed in detail where applicable and sealed in an envelope clearly marked with the bid/tender number and placed in the bid box before the closing date and time. The bid box is situated at **CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE, MAFIKENG, 2745.**

**CONDITIONS TO BID:**

**This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Human Settlements or organisation acting on behalf of the State. The bidder also agrees that the financial standing may be examined as part of the inspection.**

**BID EVALUATION QUALIFICATION REQUIREMENTS:**

The bid will be evaluated in four (4) phases as follows:-

**PHASE 1 : Compliance and Responsiveness to the Bid Requirements**

The following should be returnable together with the bid:-

1. Proof of registration with Central Supplier Database (CSD).
2. Proof of registration with a minimum CIDB Grade 7CEPE/8CE (valid at the time of closure of the bid)
3. SARS Tax PIN (Compliance Certificate from SARS)
4. Certified B-BBEE Certificate or Sworn B-BBEE Affidavit (valid at the time of closure of the bid)
5. Authority to sign on behalf of bidder.
6. Certificate or authority for Joint Ventures (where applicable).
7. Joint Venture Agreement signed by all parties (where applicable).
8. Detailed Company Profile (Include all projects done by the company and indicate the contact details of a reference person on the project).
9. All SBD forms must be completed, signed and certified where applicable.

**PHASE 2 : Local Production and Content**

**PHASE 3 Functionality 100 points**

Minimum threshold to be attained by bidder 60 points

: Bidders passing the minimum Functionality threshold will thereafter be evaluated preferential point system as per the PPPFA

**PHASE 4 : Preferential Points System**

This is a 90/10 points bid

**Breakdown of points:-**

| | POINTS |
|---|---|
| **Price** | **90** |
| **B-BBEE Status Level Of Contribution** | **10** |
| **Total points for Price and B-BBEE must not exceed** | **100** |

**NOTE:-**

- **The validity period is ninety (90) days and is calculated as from the closing date of a bid.**
- **All bid price/s are predetermined by National Department of Human Settlements.**

**FOR MORE INFORMATIONON SPECIFICATIONS / TERMS OF REFERENCE CONTACT:-**

**Contact Person : Mr OW Tabile**
**Telephone Number : (018) 388 5528**
**Cell : 078 800 4409**
**E-mail address : Otabile@nwpg.gov.za**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Contact Person : Ms Elna Kepadisa / Ms Rebecca Modise**
**Telephone Number : 018 - 388 4435 / 018 – 388 3718**
**E-mail address ekepadisa@nwpg.gov.za , PRModise@nwpg.gov.za**

**MS. K. M. TUMANE**
**DIRECTOR: SUPPLY CHAIN MANAGEMENT**

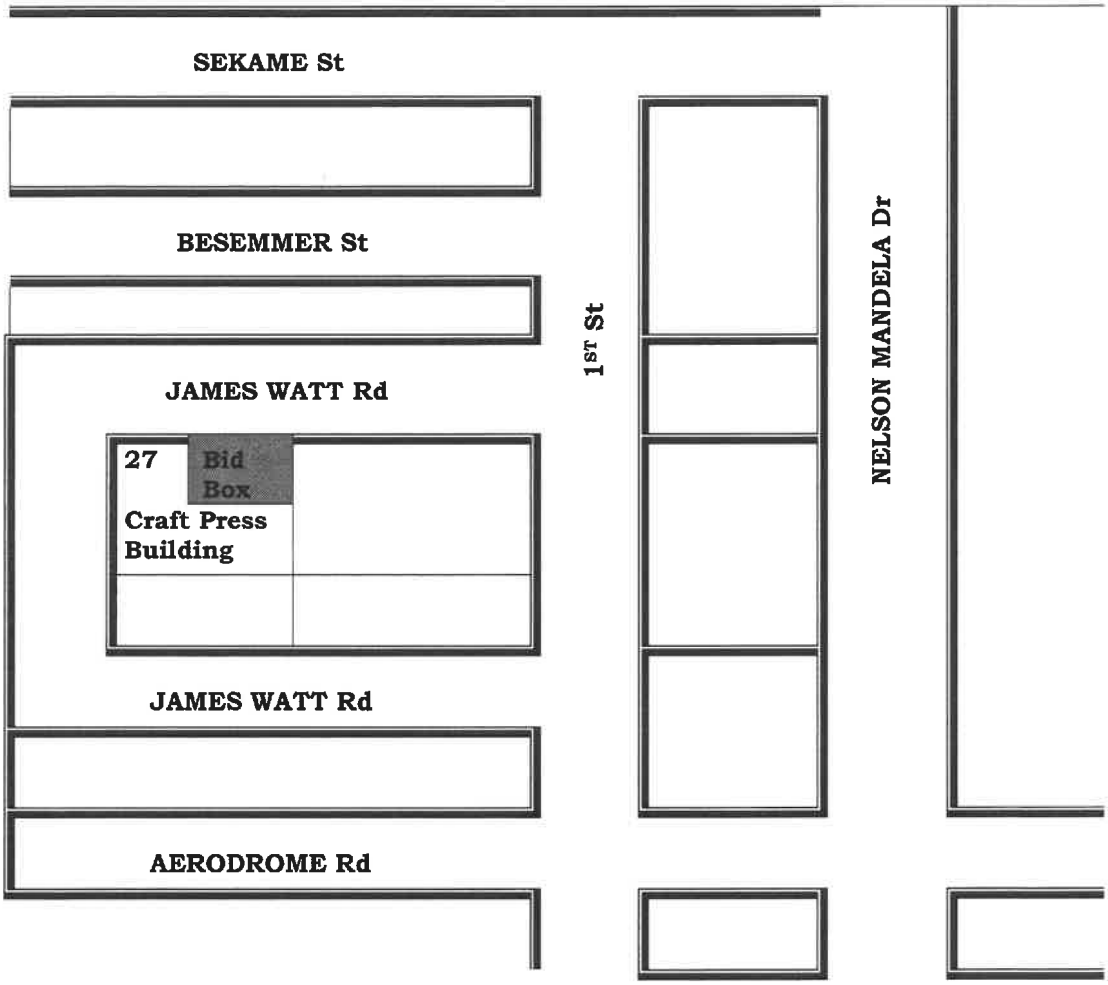
**DATE:** 14/02/2022

**MAP TO BID BOX**

**YOUR ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF HUMAN SETTLEMENTS**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE**

The bid documents may be deposited /placed in the bid box situated at **CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE, MAFIKENG, 2745.**




**CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.**

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE**

## T 1.2: TENDER DATA

The conditions of tender are the latest edition of SANS 10845-3, Standard Conditions of Tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015). Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

| **Clause Nr** | **Tender Data** |
|---|---|
| F.1 | The Employer is Department of Human Settlements |

F.2 **Cost of tendering**

F.2.1 Accept that, unless otherwise stated in the Tender Data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.3 **The tender documents issued by the employer comprise the following documents:-**

VOLUME 1: The Tender Document (this document), in which is bound:-

**THE TENDER**

**Part T 1: Tendering Procedures**
T 1.1 – Invitation to bid and Tender notice
T 1.2 – Tender data

**Part T 2: Returnable Documents**
T 2.1 – List of returnable documents
T 2.2 – Returnable Schedules

**THE CONTRACT**

**Part C 1: Agreement and Contract Data**
C 1.1 – Form of Offer and Acceptance
C 1.2 – Contract Data
C 1.3 – Contract of Temporary Employment as Community Liaison Officer

**Part C 2: Scope of Work**
C 2.1 – Construction Work Specifications: Term of Reference

Volume 1 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

**F.4 Communication to Bidders / Tenderers**

F.4.1 Each communication between the Employer and a Tenderer shall be to or from the Employer only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.

**F.5 The Employer's right to accept or reject any tender offer**

F.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.6 **Evaluation Method** using the Four (4) Phases System shall be applied.

F.7 **Tenderer's Obligations Eligibility**

F.7.1 Only Tenderers who are registered with the Construction Industrial Development Board (CIDB), as a regulatory body of the construction industry, are eligible to have their tenders evaluated.

F.7.2 Joint Ventures are eligible to submit tenders provided that every member of the Joint Venture is registered with the CIDB.

F.7.3 Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

F.8 **Clarification Meeting**

F.8.1 Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.

F.8.2 Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Details of the meeting(s) are stated in the Tender Data.

F.8.3 Request clarification of the tender documents, if necessary, by notifying the Employer at least 5 (five) working days before the closing time stated in the Tender Data.

F.9 The Employer will provide no insurance.

F.10 **Pricing the Tender Offer**

F.10.1 The tendered Fixed Price will not be subject to escalation. The tendered fixed price is predetermined by the National Department of Human Settlements.

F.11 **Submitting of a Tender Offer**

F.11.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data.

F.11.2 Return all returnable documents to the Employer after completing them in their entirety by writing in non-erasable black ink.

F.11.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.11.4 The tender shall be signed by a person duly authorized to do so. Tenders submitted by Joint Ventures of 2 (two) or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a public notary or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning.

F.11.5 The Employer's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

| | | |
|---|---|---|
| LOCATION OF TENDER CLOSURE: | | Tender Box, Department of Local Government and Human Settlements |
| PHYSICAL ADDRESS | : | 27 James Watt Crescent, Craft Press Building, Industrial Site, MAFIKENG, 2745 |
| IDENTIFICATION DETAILS | : | Tender Number **DHS 24/2021 (zone A2)** |
| TITLE OF TENDER: | | **APPOINTMENT OF TURNKEY DEVELOPER FOR DESIGN AND INSTALLATION OF INTERNAL SERVICES FOR 1582 SITES IN VRYBURG: NALEDI LOCAL MUNICIPALITY.** |

F.11.6 Sealed tenders with the Tenderer's name and address and the endorsement: "TENDER NO. **DHS 24/2021 (ZONE A2): APPOINTMENT OF TURNKEY DEVELOPER FOR DESIGN AND INSTALLATION OF INTERNAL SERVICES FOR 1582 SITES VRYBURG: NALEDI LOCAL MUNICIPALITY** on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

F.11.7 A two-envelope procedure will not be followed.

F.11.8 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.11.9 The tender shall be signed by a person duly authorised to do so.

## F.12 Closing Time

F.12.1 The closing time for submission of Tender Offers is as stated in the Invitation to Tender and Tender Notice.

## F.13 Tender Offer Validity

F.13.1 The tender offer validity period is **90 (ninety) days** from the closing date.

F.13.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.13.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.13.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.11 with the packages clearly marked as "SUBSTITUTE".

## F.14 Clarification of Tender Offer after Submission

F.14.1 Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.14 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.

## F.15 Provide Other Material

F.15.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer. The Tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.15.2 Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.16 **Inspection, Tests and Analysis**

F.16.1 Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.

F.17 **Submit Securities, Bonds, Policies, etc.**

F.17.1 If requested by the Employer, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.18 **Return of Other Tender Documents**

F.18.1 If so instructed by the Employer, return all retained tender documents within 28 (twenty-eight) days after the expiry of the validity period stated in the Tender Data.

F.19 **Certificates**

The Tenderer is required to submit with his tender:-

F.19.1 **Tax Compliance Status (TCS) PIN**

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of Tax Compliance Status (TCS) PIN.

Each party to a Consortium/Joint Venture shall submit a separate TCS PIN.

F.19.2 **Broad-Based Black Economic Empowerment Status Level Certificates**

In order to qualify claimed preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017.

A B-BBEE status level for the Consortium/Joint Venture must be consolidated in order to qualify the claimed preference points.

F.19.3 **CIDB Registration**

A CIDB Registration is compulsory for this contract.

F.20 **The Employer's Undertakings**

F.20.1 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until 3 (three) days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

F.20.2 **Opening of Tender Submissions**

Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

### F.20.3 **Two-envelope System**

Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.

Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### F.20.4 **Test for Responsiveness**

Determine, after opening and before detailed evaluation, whether each tender offer properly received:-
(i) complies with the requirements of these Conditions of Tender,
(ii) has been properly and fully completed and signed, and
(iii) is responsive to the other requirements of the tender document
(iv) the Tenderer is not registered with the CIDB.

A responsive tender is one that conforms to all the terms, conditions and specifications of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
(i) detrimentally affect the scope, quality or performance of the works, services or supply identified in the Scope of work,
(ii) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
(iii) affect the competitive position of the other Tenderers presenting responsive tenders, if it were to be rectified.

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

### F.20.5 **Arithmetical Errors, Omissions and Discrepancies**

Check the highest ranked Tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers and check only the Summary:- Calculation of Tender Sum for:
(i) The gross misplacement of the decimal point in any rate; or
(ii) Arithmetical errors in line item totals resulting from the product of a unit rate and a quantity or the summation of the amounts.

The Employer must correct the arithmetical errors in the following manner:-
(i) Where there is a discrepancy between the amount in words and the amounts in figures, the amount in words shall govern;
(ii) If, in the Summary: Calculation of tendered Fixed Price there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern and the unit rate shall be corrected.
(iii) Where there is an error in the total of the amounts either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected unit rates to achieve the Tendered total of the amounts. Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above."
(iv) Notify the Tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

### F.20.6 **Evaluation of Tender Offers**

The procedure for the evaluation of responsive tenders will be in accordance of four (4) phases as per the bid evaluation qualification requirements as stated in the Invitation to Tender and Tender Notice.

### F.20.7 **Acceptance of Tender Offer**

The Employer reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Employer does not bind itself to accepting the lowest or only tender.

Tender offers will only be accepted if:
(i) the Tenderer is registered on CSD prior submitting the bid and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of Tax Compliance Status (TCS) PIN number for verification on eFilling. Where the recommended or preferred Bidder(s) is not tax compliant, the bidder(s) is afforded an opportunity to rectify their tax affairs within 14 days. A Bidder that fails to rectify its tax matters with SARS (after being given an opportunity to rectify tax matters) will be rejected or eliminated.
(ii) the Tenderer or any of its Directors is not listed on the Register of Tender Defaulters (as per the CSD Report) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
(iii) any Directors, Members or Owners are not Government Employees (as per the CSD Report).

### F.20.8 **Notice to unsuccessful Tenderers**

The Employer shall, at the same time as notifying the successful Tenderer of the Accounting Officer's decision to award the tender to the successful Tenderer, also give written notice to the other Tenderers informing them that they have been unsuccessful.

### F.20.9 **Provide copies of the contract**

The number of paper copies of the signed contract to be provided by the Employer is 1 (One).

## F.21 **Eligibility with respect to Expanded Public Works Programme**

This Contract qualifies for consideration as an Expanded Public Works Program project. The Contractor shall make use of local labour as far as possible where manual labour is required and remuneration must be paid according to the minimum wages for the region. Monthly project labour reports to be completed in Annexure B.

## F.22 **Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:
(i) Inspected the Contract Drawings and read and fully understood the Conditions of Contract;
(ii) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract;
(iii) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the Site, the conditions under which the work is to be done, and acquainted himself with the limitations or restrictions that may be imposed by the Municipality or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
(iv) Requested the Employer or his duly authorized agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
(v) Received any Addenda to the tender documents which have been issued by the Employer. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

## F.23 **Community Liaison Officer**

It is a requirement of the Contract that a Community Liaison Officer (CLO) for the area where the project resides shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of labour, to represent the local community in matters concerning the use of labour on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the Local Communities.

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C 1.3: Contract of Temporary Employment as community Liaison Officer.

### F.24 **Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:
(i) If the tender offer (the total bid/tender price/amount) is not submitted on the Pricing Schedule bound into this tender document (SBD 3.1 or SBD 3.2 or SBD 3.3);
(ii) If the tender is not completed in non-erasable black ink;

### F.25 **Negotiations with preferred Tenderers**

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process as preferred Tenderers, provided that such negotiation:
(i) does not allow any preferred Tenderer a second or unfair opportunity;
(ii) is not to the detriment of any other Tenderer; and
(iii) does not lead to a higher price than the quotation as submitted.

Minutes of any such negotiations shall be kept for record purposes.

### F.26 **General Supply Chain Management Conditions applicable to tenders**

The Employer may not consider a tender unless the provider who submitted the tender:-
(i) has furnished the Employer with that provider's:
(a) full name;
(b) identification number or company or other registration number; and
(c) tax reference number and VAT registration number, if any;
(d) Certificate of attendance at a compulsory site inspection, where applicable
(ii) has indicated whether:
(a) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
(b) the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
(c) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.
(iii) Irrespective of the procurement process followed, the Employer is prohibited from making an award to:
(a) a person who is in the service of the state;
(b) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
(c) an advisor or consultant contracted with the Employer; or
(d) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, Tenderers shall complete Part T2.2: Returnable Schedules. Failure to complete this schedules may result in the tender not being considered.

### F.27 **Combating abuse of the Supply Chain Management Policy**

The Employer may reject the tender of any Tenderer if that Tenderer or any of its Directors has:
(i) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;
(ii) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
(iii) been convicted of fraud or corruption during the past five years;
(iv) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

(v) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, Tenderers shall complete SBD 9 as well as SBD 8, Part T2.2: Returnable Schedules: Certificate of Independent Bid Determination and Declaration of Bidder's Past Supply Chain Management Practices. Failure to complete these schedules may result in the tender not being considered.

F.28 **Price Variations**

The tendered Fixed Price shall not be subject to contract price adjustment in accordance with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

F.29 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy.

F.30 **Minimum Wages**

The Tenderer is drawn to the fact that minimum wages must be paid in terms of the relevant legislation.

F.31 Subcontracting as a condition of tender

F.31.1 In terms of the Preferential Procurement Regulation (PPR) 2017, regulation 9.

(1) As a condition to this tender, the contract value is more than R30 million, so subcontracting to advance designated groups is applicable.
(2) The successful Tenderer may subcontract a minimum of 30% of the value of the contract to an EME or QSE. – This condition is applicable to this bid in view of the fact that the project amount is **R72 747 953.60**

F.32 **Subcontracting after award of tender**

F.32.1 In terms of the PPR 2017, regulation 12.

(1) a person awarded a contract may only enter into subcontracting arrangements with the approval of the organ of state.
(2) a person awarded a contract in relation to a designated sector, may not subcontract in a manner that local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
(3) a person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has capability and ability to execute the subcontract.

F.32.2 Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer, which consent shall not be unreasonably withheld.
(i) The contractual relationship between the Contractor and any Subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the Subcontractor in terms of sub-paragraph F.32.1 above.
(ii) Any consent granted in accordance with sub-paragraph F.32.2 or appointment of a Subcontractor in accordance with sub-paragraph F.32.1 shall not imply a contract between the Employer and the Subcontractor, or a responsibility or liability on the part of the Employer to the Subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be liable for the acts, defaults and neglects of any Subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
(iii) The Contractor shall not be required to obtain such consent for –
(a) The provision of labour, or
(b) The purchase of materials which are in accordance with the Contract, or the purchase or hire of Construction Equipment.

# PART T2: RETURNABLE DOCUMENTS

**T 2.1** **List of Returnable Documents**

**T 2.2** **Returnable Schedules**

# T 2.1: List of Returnable Documents

## T 2.1: LIST OF RETURNABLE DOCUMENTS:

**NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK**

1. **Returnable Schedules required for Tender Evaluation Purposes:**

   Schedule 1: Site Visit / Clarification Meeting Certificate
   Schedule 2: Resolution of Directors or Members (Authority to sign the Bid)
   Schedule 3: Certificate of Authority for Joint Ventures
   Schedule 4: Schedule of Work Experience
   Schedule 5: Schedule of Sub-Contractors
   Schedule 6: Details of Management Team
   Schedule 7: Schedule of Construction Equipment
   Schedule 8: Confirmation of Construction Industrial Development Board (CIDB) Registration
   Schedule 9: Compensation for Occupational Injuries & Diseases (COID)
   Schedule 10: Detail of Proposal by the Tenderer

2. **Other documents required for Tender Evaluation Purposes:**
   2.1. Joint Venture Agreement (if applicable) - append to Schedule 3.
   2.2. A copy of the CIDB registration certificate - appended to Schedule 8.
   2.3. A copy of the COID - appended to Schedule 9.

3. **Returnable Schedules that will be incorporated into the Contract:**
   Schedule 11: Record of Addenda to Tender Documents
   Schedule 12: SBD Forms as required by DHS: SBD 1; SBD 3.1; SBD 4; SBD 6.1; SBD 6.2, SBD 8; SBD 9.

# T 2.2: Returnable Schedules

## SCHEDULE 1

## SITE VISIT / CLARIFICATION MEETING CERTIFICATE

This is to certify that I / we

.....

of (Tenderer)

.....

.....

of (Address)

.....

.....

.....

Telephone Number

.....

Fax Number

.....

on (Date)

.....

have examined the Site of Works and its surroundings for which I/we am/are submitting this tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our tender

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

.....
NAME OF THE BIDDER(S)

.....
DATE

## SCHEDULE 2

## RESOLUTION OF DIRECTORS / MEMBERS (AUTHORITY TO SIGN THE BID)

**RESOLUTION for completion by Directors (if the tenderer is a (Pty) Ltd or Ltd) or Members (if the tenderer is a CC)**

**NAME OF THE TENDERER:**

_____

Meeting held at..... (Place) on the ..... day of ..... (Month) 20 ..... (Year)

RESOLVED THAT:-

The Tenderer submits a tender to the Department of Human Settlements in respect of Bid No.: **DHS 24/2021 (ZONE A2) APPOINTMENT OF TURNKEY DEVELOPER FOR DESIGN AND INSTALLATION OF INTERNAL SERVICES FOR 1582 SITES VRYBURG: NALEDI LOCAL MUNICIPALITY.**

Mr / Mrs / Ms.....
in his/her capacity as.....and who sign as follows:-

.....
**(SPECIMEN SIGNATURE)**

be, and is hereby, authorized to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and/or all documentation resulting from the award of the tender to the Tenderer.

Note: The resolution MUST be signed by all the Directors / Members of the Tenderer. Should the space provided below not be sufficient for all Directors / Members to sign, please attach a separate sheet to this schedule in the same format.

| Nr | Name | Capacity | Signature |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

## SCHEDULE 3

## CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

**This returnable schedule is to be completed by Joint Ventures.**

| YES | NO |
|---|---|
| | |

**(PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS BELOW. ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN PARTIES)**

We, the undersigned, are submitting this tender offer in Joint Venture and herby authorize

Mr/Mrs ....., authorised signatory of the Company,

Close Corporation or Partnership ....., 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.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|---|---|---|
| Lead Partner | | Signature.....<br>Name.....<br>Designation..... |
| | | Signature.....<br>Name.....<br>Designation..... |
| | | Signature.....<br>Name.....<br>Designation..... |

**Note:** A copy of the Joint Venture Agreement shall be appended to this Schedule.

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

.....
NAME OF THE BIDDER(S)

.....
DATE

## SCHEDULE 4

## SCHEDULE OF WORK EXPERIENCE

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

| EMPLOYER (NAME, TEL. NO. AND FAX NO.) | PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.) | NATURE OF WORK | VALUE OF WORK R (m) | COMPLETION DATE |
|---|---|---|---|---|
| **COMPLETED PROJECTS** | | | | |
| | | | | |
| **CURRENT PROJECTS** | | | | |
| | | | | |

**Number of sheets appended by the Tenderer to this Schedule: ..... (If nil, enter NIL)**

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

.....
NAME OF THE BIDDER(S)

.....
DATE

## SCHEDULE 5

## SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this contract and the tendered unit rates for the various items of work shall remain final and binding.

| SUB-CONTRACTOR | | |
|---|---|---|
| SUB-CONTRACTOR'S NAME | WORK ACTIVITIES TO BE UNDERTAKEN BY THE SUB-CONTRACTOR | ESTIMATED VALUE OF WORK (RAND) |
| | | |

**Number of sheets appended by the Tenderer to this Schedule:** ..... **(If nil, enter NIL)**

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

.....
NAME OF THE BIDDER(S)

.....
DATE

## SCHEDULE 6

## DETAILS OF MANAGEMENT TEAM

Tenderers shall set out in the Schedule hereunder details of the Management Staff experience in work of a similar nature to that for which their tender is submitted. (**PLEASE ATTACH COPIES OF CERTIFICATES AND CVs**)

Failure to complete this Schedule may result in the Tenderer forfeiting points on competency 1 of functionality.

1) Company Director's Name:

.....

| NO. OF YEARS THAT DIRECTOR HAS OPERATED | EXPERIENCE |
|---|---|
| As a Director | |
| In housing delivery field as Project/Contract Manager | |
| Other (Specify in CV) | |
| **TOTAL YEARS' EXPERIENCE** | |

2) Site Agent's Name:

.....

| NO. OF YEARS THAT SITE AGENT HAS OPERATED | EXPERIENCE |
|---|---|
| As a Site Agent | |
| In housing delivery field as Foreman | |
| Other (Specify in CV) | |
| **TOTAL YEARS' EXPERIENCE** | |

**NOTE:** PLEASE APPEND CV'S AND CERTIFICATES
Please indicate by write individual selected for the project's NQF level and cross with an (X) applicable candidate experience allocated for this project.

| QUALITY CRITERIA: APPLICABLE EXPERIENCE | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Nr | POSITION | NQF LEVEL | YEARS OF EXPERIENCE | | | | | |
| 1. | Site PrEng / QS / Pr Arch /Pr CPM /Pr CM | | 2 - 5 | | 6 - 8 | | 9 and more | |
| 2. | Site PrEngTechni / Pr Tech Eng | | 4 - 6 | | 7 - 9 | | 10 and more | |
| 3. | Site Supervisor / General Foreman | | 2 - 5 | | 6 - 10 | | 11 and more | |
| 4. | Health and Safety Officer | | 2 - 5 | | 6 - 8 | | 9 and more | |

**Number of sheets appended by the Tenderer to this Schedule:** ..... **(If nil, enter NIL**

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

.....
NAME OF THE BIDDER(S)

.....
DATE

# SCHEDULE 7
## SCHEDULE OF CONSTRUCTION EQUIPMENT

**F 1: CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE:**

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|---|---|
| | |

Part T 2:

**F 2: CONSTRUCTION EQUIPMENT ON ORDER:**
(State details of arrangements made, with delivery dates)

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|---|---|
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |

**F 3: CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED:**
(State details of delivery arrangements)

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|---|---|
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |

**Number of sheets appended by the Tenderer to this Schedule: ..... (If nil, enter NIL)**

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

.....
NAME OF THE BIDDER(S)

.....
DATE

## SCHEDULE 8

## CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

I/We understand that only Tenderers who are registered with the Construction Industry Development Board (CIDB) are eligible to submit tenders.

Joint Ventures are eligible to submit Tenders provided that every member of the Joint Venture is registered with the CIDB.

I/We understand that the Employer may only enter into a formal contract with a Tenderer who is registered with the CIDB.

Requirement: Construction Industry Development Board (CIDB) **Grade 7CEPE / 8CE**

I/We wish to confirm the following:

CIDB Grade: .....

The Certificate must be valid for a period of 1 (one) year.

Date Issued: .....

Expiry Date: .....

I/We understand that Tenderers must be registered with the CIDB prior to the closing date/time for tender.

The Tenderer must attach underneath to this page a **copy** of the Tenderer's CIDB.

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

.....
NAME OF THE BIDDER(S)

.....
DATE

## SCHEDULE 9

### COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES (COID)

The Tenderer must attach to this page a **copy** of the Tenderer's COID from the Department of Labour.

### GOOD STANDING FROM THE COMPENSATION COMMISSIONER

1. A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the Tender Document.

2. In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the Tender Documents.

3. If a Tender Document is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, the Employer reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Employer, the Tender will be disqualified.

4. Should a Tenderer's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

5. The right is reserved to not award a Tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

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

.....
NAME OF THE BIDDER(S)

.....
DATE

## SCHEDULE 10

## DETAIL OF THE PROPOSAL BY THE TENDERER

The Tenderer must attach Detailed Work Programme and Delivery Schedule, Approach, Methodology and Implementation Plan as per the specification of his proposed site to this Returnable Schedule.

The proposal must address the Terms of Reference for the **APPOINTMENT OF TURNKEY DEVELOPER FOR DESIGN AND INSTALLATION OF INTERNAL SERVICES FOR 1582 SITES IN VRYBURG: NALEDI LOCAL MUNICIPALITY.**

The proposal is to be done in such a manner as to allow the Evaluation Members to evaluate the specific criteria as set out under the tender data T1.1.

## SCHEDULE 11
## RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this offer, amending the tender documents, have been taken into account in this tender offer:

| NO | DATE | TITTLE OR DETAILS |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

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

.....
NAME OF THE BIDDER(S)

.....
DATE

**EXAMPLE OF REFERENCE TO BE OBTAINED BY TENDERER FOR SELECTED PROJECTS**

**Logo of Company proving the Reference**

**TO:**
**ATTENTION** **(Name of Contact):**
**COMPANY** **(submitting Tender):**
**CONTACT NR:**
**EMAIL:**

**REFERENCE:** **(Name of Contract & Contract Number)**

| | | | | | | |
|---|---|---|---|---|---|---|
| **CONTRACTOR:** | | | | | | |
| **CONTRACT DESCRIPTION:** | | | | | | |
| **CONTRACT VALUE:** | | | | | | |
| **CONTRACT DURATION – START DATE & END DATE:** | | | | | | |
| **PROJECT SITE:** | | | | | | |
| **Key Performance Areas** | | **Tick (√) applicable box** | | | | |
| **Quality** | | **Poor** | **Fair** | **Good** | **Very Good** | **Excellent** |
| 1 | Ability of key personnel | | | | | |
| 2 | Quality of workmanship | | | | | |
| 3 | Contractual knowledge (JBCC PBA) (GCC) | | | | | |
| 4 | Control of sub-contractor (Selected or Nominated) | | | | | |
| 5 | Co-operation and attitude | | | | | |
| 6 | Site organisation | | | | | |
| 7 | Administration | | | | | |
| | | | | | | |
| **Time Performance** | | **Poor** | **Fair** | **Good** | **Very Good** | **Excellent** |
| 8 | Programme of works | | | | | |
| 9 | Achieving target dates | | | | | |
| 10 | Claim orientated | YES / NO | | | | |
| | | | | | | |
| **TOTAL** | | | | | | |

Was this project completed successfully?

**YES** ☐ **NO** ☐

Name and Surname of person providing this reference:

.....

Signature: .....

Date: .....

OFFICIAL DATE STAMP

**SCHEDULE 12**

# SBD FORMS

**SBD 1**

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | DHS24/2021(ZONE A2) | CLOSING DATE: | 28 JANUARY 2022 | CLOSING TIME: | 11H00 |
| DESCRIPTION | **APPOINTMENT OF A SERVICE PROVIDER FOR DESIGN AND INSTALLATION OF INTERNAL SERVICES FOR 1582 SITES IN VRYBURG: NALEDI LOCAL MUNICIPALITY** | | | | |

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)***

**CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE, MAFIKENG, 2745.**

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | **ELNA KEPADISA** | CONTACT PERSON | **O.W. TABILE** |
| TELEPHONE NUMBER | **079 7272530** | TELEPHONE NUMBER | **078 800 4409** |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | **ekepadisa@nwpg.gov.za** | E-MAIL ADDRESS | **Otabile@nwpg.gov.za** |

| SUPPLIER INFORMATION | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] ☐ Yes ☐ No | |

***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]***

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

Part T 2:

# PART B

# TERMS AND CONDITIONS FOR BIDDING

## 1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

## 2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

***PRICING SCHEDULE – FIRM PRICES***
**(PURCHASES)**

**NOTE:** **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Bid number.....

Closing Time 11:00 Closing date: **28 JANUARY 2022**

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|---|---|---|---|
| | | **INTERNAL SERVICES** | |
| | | .Indirect costs: 1582 stands @ R6 910.30 | R10 932 094.60 |
| | | .Water reticulation (including meter): 1582 stands @ R4 140.10 | R6 549 638.20 |
| | | . Sanitation reticulation: 1582 sites @ R7 210.00 | R11 406 220.00 |
| | | . Gravel Roads: 1582 stands @ R23 570.60 | R37 288 689.20 |
| | | . Storm water: 1582 stands @ R4 153. 80 | R6 571 311.60 |
| | | **TOTAL PROJECT AMOUNT (1582 SITES)** | **R72 747 953.60** |

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery (Contract Period) .....
  (See C 1.2: Part 2: Data provided by the Tenderer: Clause 1.1.1.14) *Delivery: Firm/not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

**DECLARATION IN RESPECT OF COMPLETENESS OF TENDER:**

I/We, the undersigned, do hereby declare that these are the properly priced Calculation of Tender Sum (Firm Price).

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

DATE .....

ADDRESS .....

.....

*Delete if not applicable

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State[1], 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 favouritism, 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 authorised 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 the Bidder or his representative: .....

2.2. Identity Number: .....

2.3. Position occupied in the Company (Director; Trustee, Shareholder[2], Member): .....

2.4. Registration Number of Company, 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 for 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."

Delete YES / NO if not applicable

2.7. Are you or any person connected with the Bidder presently employed by the State? **YES / NO**

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:
.....
.....
.....

1.7.2 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**

1.7.2.1 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.)

1.7.2.2 If NO, furnish reasons for non-submission of such proof:

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

1.8 Did you or your spouse, or any other of the Company's Directors / Trustees / Shareholders / Members or their spouses conduct business with the State in the previous 12 (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, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State and who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:
.....
.....
.....

2.11 Do you or any of the Directors / Trustees / Shareholders / Members of the Company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....

.....

.....

**2. Full details of Directors / Trustees / Members / Shareholders:**

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Persal Number |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

**3. 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

May 201

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

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

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

---

## 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the ...90/10..... preference point system shall be applicable; or

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

| | POINTS |
|---|---|
| **PRICE** | 90 |
| **B-BBEE STATUS LEVEL OF CONTRIBUTOR** | 10 |
| **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:

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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 6.1 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 last 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 Total number of years the company/firm has been in business:.....

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

| WITNESSES | ..... SIGNATURE(S) OF BIDDERS(S) |
|---|---|
| 1. ..... | DATE: ..... |
| 2. ..... | ADDRESS ..... |
| | ..... |
| | ..... |

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

## 1. General Conditions

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

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

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

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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

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

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) 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 at no cost.**

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

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

| Description of services, works or goods | Stipulated minimum threshold |
|---|---|
| **PLASTIC PIPES** | |
| **Poly vinyl chloride PVC pipes** | **100%** |
| **High density polyethylene (HDPE) pipes (Dolomite area only)** | **100%** |
| **Polypropylene (PP) pipes** | **100%** |
| **Glass reinforced plastic (GRP) pipes** | **100%** |
| **Postpaid water meters** | **40%** |
| **Pumps, Medium Voltage (MV) Motors and Associated Accessories** | **70%** |

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

| YES | | NO | |
|---|---|---|---|

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

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

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

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

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

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

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

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

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

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

NB

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/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** **DATE:** _____

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

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

# Annex C

## Local Content Declaration - Summary Schedule

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

Pula ____ EU ____ GBP ____

**Note:** VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
| | | | | | | | | | | | |
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| | |
|---|---|
| (C20) Total tender value | R 0 |
| (C21) Total Exempt imported content | R 0 |
| (C22) Total Tender value net of exempt imported content | R 0 |
| (C23) Total Imported content | R 0 |
| (C24) Total local content | R 0 |
| (C25) Average local content % of tender | |

Signature of tenderer from Annex B

Date: _____

# Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

| | | |
|---|---|---|
| (D1) | Tender No. | |
| (D2) | Tender description: | |
| (D3) | Designated Products: | |
| (D4) | Tender Authority: | |
| (D5) | Tendering Entity name: | |
| (D6) | Tender Exchange Rate: | Rula |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

### A. Exempted imported content

| Tender Item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

### B. Imported directly by the Tenderer

| Tender Item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |

(D32) Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |

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

### D. Other foreign currency payments

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

SATS 1286.2011

# Annex E

## Local Content Declaration - Supporting Schedule to Annex C

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

**Note:** VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|---|---|---|---|
| | (E6) | (E7) | (E8) |
| | | | |
| | | | |
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| | | | |
| | (E9) Total local products (Goods, Services and Works) | | R 0 |

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

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

## 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?<br>(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 *audialterampartem* rule was applied).<br>**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)?<br>**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: | | |

## 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** |

***Where the entity tendering is a Joint Venture, each party to the Joint Venture must sign a declaration in terms of the Public Finance Management Act and attach it to this Schedule.**

Js365bW

**SBD 9**

# CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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 *pe 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 consortium[3] 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 bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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 |

Js914w 2

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

27 James Watt Crescent
Industrial Site
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (0) 18 388 2892

2nd Floor West Wing, University Drive
Garona Building
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# THE CONTRACT

# PART C1: AGREEMENT AND CONTRACT DATA

| | |
|---|---|
| **C 1.1** | **Form of Offer and Acceptance** |
| **C 1.2** | **Contract Data** |
| **C 1.3** | **Contract of Temporary Employment as Community Liaison Officer** |

# C 1.1: Form of Offer and Acceptance

**FORM OF OFFER AND ACCEPTANCE**

**(CONTRACT AGREEMENT)**

**OFFER**

The successful Bidder will be notified in the form of Appointment Letter and to Accept the Offer thereof in respect of the works of:-

**ACCEPTANCE**

By signing Offer of Acceptance as per the Appointment Letter, the Bidder 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 that will contained in Contract.

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

## SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject** .....

   Details .....

2. **Subject** .....

   Details .....

3. **Subject** .....

   Details .....

4. **Subject** .....

   Details .....

5. **Subject** .....

Details .....

6. **Subject** .....

Details .....

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

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

# C 1.2: Contract Data

**THE NATIONAL TREASURY**

**Republic of South Africa**

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# GOVERNMENT PROCUREMENT:

# GENERAL CONDITIONS OF CONTRACT

**July 2010**

THE NATIONAL TREASURY

Republic of South Africa

# GOVERNMENT PROCUREMENT:

# GENERAL CONDITIONS OF CONTRACT

July 2010

Annexure A

# GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT
## July 2010

## NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the tendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

**4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance**

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

human settlements
Department:
Human Settlements
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

PLANNING & TECHNICAL SERVICES

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# TERMS OF REFERENCE

## Appointment of five (5)Turnkey Developers for the design & installation of Internal Services for 6 342 sites in Vryburg Ext 29 within Naledi Local Municipality

**BID NUMBER:DHS 24/2021**

**Head Office: Craft Press Building**
Physical Address : 27James Watt Crescent Mafikeng Industrial Site

Enquiries

**Contact:** MS **Mogapaesi-Jaards**
**Mobile: 082689815**
**Office: 018 388 5528**
**Email: mjaards@nwpg.gov.za**

## 1.0 PURPOSE

The North West Department of Human Settlements seek to secure the services of four (4) competent and reputable developers to design and install internal services (i.e. water and sewer reticulation, roads, storm-water channels,) in Vryburg Ext 29 within Naledi Local Municipality for 6 342 stands as per the undermentioned layout plan in respect of allocated zones and MUST have the following key competences:

1. **Engineering services designs**
2. **Construction and Construction Management**

*The classification as per the layout plan is as follows:*

| IDENTIFIED ZONES PER LAYOUT PLAN | TOTAL NUMBER OF SITES |
|---|---|
| Zone A | 3 782 |
| Zone B | 1039 |
| Zone C | 813 |
| Zone D | 708 |
| **TOTAL NUMBER FOR ALL ZONES** | **6 342** |

The appointment will be based on the Departmental Procurement Process which is transparent, competitive, fair and equitable and in line with the General Conditions of Contract (GCC) and the attached bid forms as well as other conditions which may be applicable.

## LOCAL PRODUCTION AND CONTENT

Preferential Procurement Regulation, 2017 regulation 8.(2) a condition that only locally produced goods or locally manufactured goods, should meet the minimum threshold for local production and content, will be considered.

- Steel Products and Components for Construction 100%
- Electrical and Telecom Cables 90%

As per the regulation 8.(5) a tenderer that fails to meet the minimum threshold for local production and content is an unacceptable tender and will be disqualified for further evaluation.

## 2.0 PROJECT BACKGROUND

During the planning phase of 2019/20 financial year, there was a request to accommodate beneficiaries in Vryburg Ext 29' and the area identified did not have internal reticulation. It therefore necessitated the department to prioritise the area for servicing in the 2021/22 financial year in line with Naledi Local Municipality's priorities and IDP. The planning team from the department visited the area to confirm the bulk infrastructure capacity in accommodating further development and it discovered that it is sufficient and the Naledi Local Municipality also confirmed in writing.

## 3.0 PROJECT SCOPE

The internal services designed and installed must be in accordance with the requirements of the National Housing Code and must comply with the vision of the Department of Human Settlements in terms of settlement sustainability and compliance with Breaking New Grounds (BNG) Principles and the services must be approved by the municipality prior to installation and handed over to the municipality on completion together with as built drawings

## 3.1 DETAILED PROJECT SCOPE

The design and construction of services shall be subject to the approval of the Local Authority and the Department of Human Settlements and it shall comprise of the following:

### 3.1.1 Roads

Bus Routes: Gravel with storm-water control
Primary: Gravel with storm-water control
Secondary: Gravel with storm-water control

### 3.1.2 Storm-water Control

Roadside channels with piped storm-water crossings, as required.
All storm-water channels to be concrete-lined where the grade exceeds 1 in 10.

### 3.1.3 Erosion Protection

Erosion protection measures are to be provided at all storm-water discharge points and along storm-water channels/valley lines, as required.

### 3.1.4 Water Supply

Individual connections to each site with a meter. The connection points must be clearly marked.

### 3.1.5 Sanitation

Sanitation shall comprise of

* Water borne sewers to each site. The connections must be clearly marked.

## 4.0 PROJECT OBJECTIVES

Naledi Local Municipality adopted its Spatial Development Framework 2011-2012. The Comprehensive Town Planning Layout Plan should re-state the vision of the Department of Human Settlements contained in the Housing White Paper of 1994; "to promote the achievement of a non-racial, integrated society through the development of sustainable human settlement and quality housing." Therefore in order to achieve the vision the following objectives must be met:

- Accelerate the delivery of housing as a key strategy for poverty alleviation
- Utilize the provision of housing as a major job creation strategy;
- Combat crime, promote social cohesion and improve quality of life for the poor,
- Utilize housing as an instrument for the development of sustainable human settlement in support of spatial restructuring.

## 5.0. PROJECT FINANCIAL IMPLICATIONS

| **VRYBURG EXT 29: 6 342 SITES - INTERNAL SERVICES** | |
|---|---|
| Indirect costs: 6 342 stands @ R6 910. 30 | R43 825 122. 60 |
| Gravel Roads: 6 342 stands @ R23 570.60 | R149 484 745.20 |
| Water Reticulation including meters: 6 342 stands @ R4 140.10 | R26 256 514.20 |
| Storm Water Drainage: 6 342 stands @ R4 153.80 | R26 343 399.60 |
| Sewer Reticulation: 6 342 sites @ R7 210.00 | R45 725 820.00 |
| **GRAND TOTAL** | **R291 635 601.60** |

## 6.0 REPORTING REQUIREMENTS

The service provider is expected to furnish the Department with the following list of report during the implementation phase.

### 6.1 Design Reports

The design reports must outline all the calculations and assumptions used to achieve the desired solution.

### 6.2 Priced Bill of Quantities

The priced bill of quantity to be evaluated and used as a measuring tool of work done.

### 6.3 Monthly Reports

The developer must submit monthly progress reports to the Department of Human Settlements.

### 6.4 Close-Out Report

The developer must on completion of work and before the final account submit a close out report.

## 7.0 The Developer must have at least a CIDB registration of 7CE

The services to be constructed should comply with the following manual

- **Red Book Human Settlements Volume 1 and 2**

## 8.0 FAILURE TO COMPLETE WORKS ON TIME

If the Service Provider fails to deliver as agreed in the agreement the contract will be subject to review and that will lead to contract termination.

## 9.0. KNOWLEDGE AND EXPERTISE

**The Developer must have a traceable record of success and timeous delivery of similar assignments of projects.**

The Developer must have the capacity to provide a core team that will be responsible for the day to day project management at all levels and will have to be maintained for the duration of the contract.

The core team should be in a position to demonstrate their understanding and knowledge and expertise on civil and structural construction of projects of similar nature.

## 10.0 EVALUATION CRITERIA

### STAGE1- ADMINISTRATIVE REQUIREMENT AND COMPLETION OF SBD FORMS

Kindly receive attached the following bid documents for completion:

- SBD 1- Invitation to bid
- SBD 4- Declaration of interest with certified copies of Identity Documents of the Main Shareholders/ Directors of the company valid for 3 months.
- SBD 6.1 Preferential Points
- SBD 6.2 Local content – completion of annexure C
- SBD 8 – Declaration of Bidder's past Supply Chain Practices
- SBD 9 – Certificate of independent determination

Common Law Contract, Specific Conditions of Contract (initialised each page)

**SUBMISSION OF DOCUMENTS**

**Certified** identity documents of company directors or shareholders

- Authority to sign on behalf of bidder
- Certificate or authority for Joint Ventures (where applicable)
- Joint venture agreement for Joint Ventures (where applicable)
- **Detailed company profile** (Include all projects with regard to alternative building methodology as well as low cost housing projects done by the company and indicate the contact details of a reference person on the project.)

### STAGE 2- MANDORY DOCUMENTS

**COMPULSORY BIDDING REQUIREMENTS**

**Failure to comply with these requirements will lead to immediate disqualification**

- The bidder must have National Home Builders Regulatory Council certificate (NHBRC) at the time of closure of bid.
- The bidder must have at least a CIDB registration of 7CE at the time of closure of bid.

**STAGE 3- COMPLIANCE TO LOCAL CONTENT**

Failure to comply with at this stage will lead to disqualification and the company will not progress to the functionality.

- The bidder must submit a completed Annexure C in line with the SBD 6.2 issued by the department.

**INTERNAL SERVICES**

| Description of services, works or goods | Items | Stipulated minimum threshold |
|---|---|---|
| Plastic Pipes | Polyvinyl chloride (PVC) pipes | 100% |
| | High density polyethylene (HDPE) pipes (Dolomite area only) | 100% |
| | Polypropylene (PP) pipes | 100% |
| | Glass reinforced plastic (GRP) pipes | 100% |
| Residential water meters | Postpaid water meters | 40% |

**BULK SERVICES**

| Description of services, works or goods | Items | Stipulated minimum threshold |
|---|---|---|
| Plastic Pipes | Polyvinyl chloride (PVC) pipes | 100% |
| | High density polyethylene (HDPE) pipes (Dolomite area only) | 100% |
| | Polypropylene (PP) pipes | 100% |
| | Glass reinforced plastic (GRP) pipes | 100% |
| Pumps, Medium Voltage (MV) Motors and Associated Accessories | Casting or Frame Fabrication | 100% |
| | Fabrication and winding of the Rotor Core | 100% |
| | Accessories | 100% |
| | Assembly and testing of the fully-built unit | 100% |
| | **Total Minimum Local Minimum Content (per unit)** | **70%** |

- **Each individual Pumps or/ MV Motor, designated above, is subjected to the minimum 70% local content threshold.**

**NB: Please note that Annexure D and E are for your calculation process but keep it safe in case the Department requires you to avail them.**

## 12. STAGE 4- FUNCTIONALITY

For a bid to be responsive the minimum points for functionality shall be **SIXTY POINTS** (60 Points). Any bid with less than sixty points will be disqualified and no further evaluation of the bid will be done.

| **WEIGHTS AND VALUES FOR THE FUNCTIONALITY CRITERIA** | | | | |
|---|---|---|---|---|
| **1 = Poor** | **2 = Fair** | **3 = Good** | **4 = Very Good** | **5= Excellent** |

| NO. | DESCRIPTION OF SPECIFIC COMPETENCIES | | WEIGHTS |
|---|---|---|---|
| 1. | **Qualification of key project team personnel involved on the project. Please attach copies of certificates and CVs.** | | 20 |
| | • Structural Engineer, Quantity Surveyor, Architect, Town Planner. Registration Certificate(s) + CV(s) to be attached. | 5 | |
| | • Professional Technician and Technologist Registration Certificate(s) + CV(s) to be attached. | 4 | |
| | • Bachelor's Degree in the Built Environment + CV(s) attached. | 3 | |
| | • Higher and/or National Diploma in the Built Environment + CV(s) attached. | 2 | |
| | • CV(s) without any attachment of qualifications mentioned above. | 1 | |
| | All bidders must submit CV's, Qualification / Registration Certificates for the proposed professional teams to be deployed on the project. In the event that they outsource the service, they must also attach the same documentation and in all cases the relevant professionals must write a letter of consent with contact details for verification that they will be working on the project. | | |
| 2. | **Proven track record on previous projects experience of a similar nature and value (Physical verification of completed projects may be conducted by the department)** | | 20 |
| | • 5 or more similar projects completed | 5 | |
| | • 4 similar projects completed | 4 | |
| | • 3 similar projects completed | 3 | |
| | • 2 similar projects completed | 2 | |
| | • 1 similar project completed | 1 | |
| | The bidder must submit all details of all projects with reference supplied for verification purposes | | |
| 3. | **Approach, Methodology and Implementation Plan.** | | 20 |
| | Construction Process, Safety Requirements and application of SANS | 5 | |
| | Construction Process and Safety Requirements | 3 | |
| | Construction Process only or no information | 1 | |
| 4. | **Detailed Work Programme And Delivery Schedule** | | 20 |
| | Work breakdown structure, resource management plan and delivery schedule | 5 | |
| | Work breakdown structure and delivery schedule | 3 | |
| | Delivery schedule or no information | 1 | |
| 5. | **Financial capacity: Companies will be verified on the level of financial ability to execute the project. Reviewed/Audited Statement of profit or loss for the past two financial years. Balance sheet/statement of financial position for the past two financial years.** | | 20 |

| Financially stable. (5) | Improved financial capacity. (4) | Declined/unsure financial status, will be determined by a decline in any of the evaluation criteria or lack of information to conclude (2) | Non submission of information/ financial statements that are not reviewed or audited (1) |
|---|---|---|---|
| Increase in turnover from previous year. | Increase in turnover from previous year. | Decrease in turnover from previous year. | |
| Current ratio of 2:1 for the both years. | Current ratio of 2:1 for the latest year. | Current ratio of below 2:1 for both/latest year. | |
| Liquidity ratio exceeding 1 for both years. | Liquidity ratio exceeding 1for the latest year. | Stagnant decrease from the previous year on Liquidity ratio. | |
| **OTAL POINTS FOR FUNCTIONALITY** | | | **100** |

## 13. STAGE 5 - PRICE AND PREFERENTIAL POINTS

Therefore, only qualifying bids can be evaluated in terms of **80/20 preferential points system.**

**It must be noted that there will be no competition in terms of price, because the price is regulated. Bidders will compete on BBBEE which constitute 20 per cent. If there is a tie the highest bidder on Functionality will be considered for award.**

Emerging Micro Enterprise (EME's) and Qualifying Small Enterprise (QSE's) of BBBEE status level 1 and 2 must submit together with their bid a sworn affidavit signed by company representative and attested by the Commissioner of Oath and within the 12 months validity period of issue.

QSE's where ownership is below 51 per cent black owned must submit a valid original BBBEE certificate or certified copy **that is in line with 10.1.4 of the Implementation Guide of the Preferential Procurement Regulations of 2017**.

**Calculation of points for B-BBEE Ratings**

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

## 14. PROJECTS EXECUTION EXPERIENCE

Please complete the following table for any work carried out during the past 5 years of operation to show the companies record Town Planning experience and internal services. You will have to duplicate this sheet to supply information for all the projects that your organization has been involved in. (Current and completed)

| | |
|---|---|
| **PROJECT NAME** | |
| **SCOPE OF WORK** | |
| **CLIENT** | |
| **CONTACT PERSON AND DETAILS** | |
| **VALUE OF CONTRACT** | |
| **START DATE** | |
| **COMPLETION DATE** | |
| **ATTACH COMPLETION CERTIFICATE** | |

## 15 TECHNICAL TEAM EXPERIENCE

Please complete the following table for any of the Professional Team Member who will be responsible for the project stating their responsibilities. You will have to duplicate this sheet to give details of all professional team member required for the implementation of the project.

| | |
|---|---|
| **NAME OF PROFESSIONAL** | |
| **PROFESSIONAL REGISTRATIONS** | |
| **REGISTRATION NUMBER** | |
| **BRIEF DESCRIPTION OF SPECIALIZATION AREAS** | |
| **RESPONSIBILITY ON THIS PROJECT** | |

## 16. DETAILED IMPLEMENTATION PLAN

You are required to give a **detailed implementation plan** which will reflect that you have clearly understood the complexity of the task at hand clearly giving the **realistic time frames** for each activity and the resources allocated to ensure that each activity is achieved within the stipulated time frames.

This implementation plan will form an annexure to your contract and you will be required to implement the project according to this implementation plan

## 17 DELIVERY SCHEDULE

You are required to give a detailed delivery schedule for top structure and or services installation delivery as stated in the scope of works. This delivery schedule will be linked to your cash-flow projections.

This delivery schedule will form an annexure to your contract and you will be required to deliver the project according to this delivery schedule.

## 18 CASH FLOW PROJECTIONS

You are required to give detailed cash flow projection which is linked to the delivery schedule. This cash flow projection will form an annexure to the service level agreement and you will be required to spend according to your cash flow projections.

**Recommended / ~~Not Recommended~~** as per the attached conditions.

**Chairperson DBSC:** ..... **Date:** 10/11/2021

**Verified By:**
**Chairperson DBAC:** ..... **Date:** 11/11/2021

**Approved / ~~Not Approved~~**

**Accounting Officer:** ..... **Date:** .....