



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 1 X
10 000 LITRE WATER TANKS**

TENDER NO. : PEG11/2021

REFERENCE NO. : 14/1/3/1/8430/5049

CONSISTING OF THE FOLLOWING IN ONE VOLUME

**VOLUME 1 – TENDERING PROCEDURES
VOLUME 2 – RETURNABLE DOCUMENTS
VOLUME 3 – THE CONTRACT**

TENDER DOCUMENT

ISSUED BY:

National Department of Public Works & Infrastructure
Fhar Donges Building
PORT ELIZABETH
6001

NAME OF TENDERER:

AUGUST 2021

T1.1 Tender Notice and Invitation to Tender

T 1.2 Tender Data

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	RELATION ON SEA SAPS: EASTERN CAPE. INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS
Reference no:	14/15/1/18430/EN40

Tender no:	PE011/2021		
Advertising date:	20/09/2021	Closing date:	01/10/2021
Closing time:	11:00	Validity period:	60days

It is estimated that tenderers should have a CIDB contractor grading designation of PCB or select tender value range *select class of construction works* or higher.

* Users for select tender value range *select class of construction works* where only one class of construction works is applicable

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of select tender value range *select class of construction works PE01*

select tender value range *select class of construction works PE** or higher

* Users for select tender value range *select class of construction works PE** where only one class of construction works is applicable

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration.

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified in the invitation fully completed other electronically if issued in a worded format, only using legible non-removable ink. (All as per standard Conditions of Tender).
<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed and signed where required.
<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Undertake a Paid Supply Chain Management Functionary.
<input type="checkbox"/>	Submission of applicable (PA-10.1 PA-10.2 PA-15.3): Resolution by the legal entity or consortium / joint vent. or a financing institution (principal or equal partner) or details of the firm / consortium / joint venture.
<input type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	The tenderer will be required to submit this fully priced Bill of Materials / Lump Sum Document (complete document (incl. sheets or all parts) together with the tender.
<input type="checkbox"/>	Submission of (DPW-05 EC): Site Inspection Meeting Certificate as proof of attendance of company site inspection officials.
<input checked="" type="checkbox"/>	It is a requirement to provide a fee.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement as included below.
<input type="checkbox"/>	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sales/contractors for 80% compliance subcontracting (attach CSD print out).
<input checked="" type="checkbox"/>	Submission of PA-36 and Annex. to it as proof of compliance in Local Procurement and Contract requirements.
<input checked="" type="checkbox"/>	Submission of (DPW-05EC): Particulars of Tenderer's Assets.

<input checked="" type="checkbox"/>	Bidder to submit a valid sworn affidavit or a valid BBBEE certificate (original/originally certified) according to the amended construction sector code (Gazette vol. 630, No. 64267)
<input type="checkbox"/>	

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement Noted below

<input checked="" type="checkbox"/>	A tenderer having registered membership BBBEE score level of contributor: <input checked="" type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An ENE or GSE
<input type="checkbox"/>	A tenderer maintaining a minimum of 30% to: <input type="checkbox"/> An ENE or GSE which is at least 51% owned by black people <input type="checkbox"/> An ENE or GSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An ENE or GSE which is at least 51% owned by black people who are women <input type="checkbox"/> An ENE or GSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An ENE or GSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An ENE or GSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An ENE or GSE.

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 60/40 or 90/10 Preference points scoring system
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In case where the minimum R 50 000 000 is selected, the lowest acceptable tender will be used in determining the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when price is more or less what the market price may be).

Note: Functionality will be applied as a pre-qualification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	
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Functionality criteria:	Weighting factor:
Total	100 Points

Collection of tender documents

✗ Bid documents are available for free download on e Tender portal: www.ebidders.gov.za

— Alternatively, bid documents may be collected during working hours at the following address: Eben Dungees Building, North End, Grahamstown. A non-refundable bid deposit of R 0.00 is payable (cash only) on collection of the bid documents.

Site inspection meeting

A pre-tender site inspection meeting will not be held in respect of this tender. Attendance of said pre-tender site inspection meeting is not compulsory.

The particulars for a pre-tender site inspection meeting are:

Venue: N/A
 Date: N/A
 Starting time: N/A

Inquiries related to tender documents may be addressed to:

DPW Project Manager:	Papam Boko	Telephone no:	N/A
Cell no:	076 709 3447	Fax no:	N/A
E-mail:	Papam.Boko@dpw.gov.za		

Deposit & return of tender documents

Telegraphic, telephonic, telex, facsimile, electronic and/or site tenders will not be accepted.

Requirements in respect of addressing, delivery, sealing and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted to the official name – (forms not to be re-used).

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag 33213 Grahamstown 6001</p> <p>Attention: Procurement section: Room 206</p>	OR	<p>Deposited in the tender box at:</p> <p>Superintendent Registrar Eben Dungees Building 111 Hancock & Roberts 280</p>
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Completed by:

Papam Boko		
Name of Project Manager	Signature	Date

DPW-03 (EG): TENDER DATA

Project title:	KEYTON ON SEA SIPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS
Reference no:	141/07/64080042

Tender no:	PEQ11/2021	Closing date:	07/08/2021
Closing time:	11H00	Validity period:	59 days

Drawn number:	
	<p>The conditions of tender and the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 421 published in Government Gazette No. 42622 of 9 August 2016 and its alterations from time to time (see www.cidb.org.za).</p> <p>The Standard Conditions of tender make several references to the tender Data for details that apply equally to this tender. The tender Data that have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of work given herein is cross-referenced to the clause number 17 in the above mentioned Standard Conditions of Tender.</p>
G.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
G.1.2	<p>For this contract, the three volume equipment is adopted:</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's Standard for Uniformity in Construction Procurement.</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures</p> <p>V1.1 - Instructions to bidders (ITB) (PW-01-EG)</p> <p>V1.2 - Tender data (DPW 03 EG)</p> <p>Volume 2: Returnable documents</p> <p>V2.1 - List of returnable documents (PW-02-EG)</p> <p>V2.2 - Form of offer and acceptance (PW-03-EG)</p> <p>V2.3 - Bill of Materials (BOM) (PW-04-EG)</p> <p>V2.4 - Returnable schedule</p> <p>Volume 3: Contract</p> <p>Part C1: Agreement and standard data</p> <p>C1.1 - Contract data (PW-05-EG or PW-05-EG)</p> <p>C1.2 - Form of guarantee (PW-10.1-EG or DPW-10.2EG or DPW-10.2-EG/DPW-10.4-EG)</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions (PW-02-EG or PW-02-1EG)</p> <p>C2.2 - Bill of Materials (BOM) (PW-04-EG)</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work (PW-01-2EG or PW-01-1EG)</p> <p>Part C4: Site information</p> <p>C4 - Site information (PW-03-EG or PW-03-1EG)</p>

Tender no: PEQ11/2021



C.1.4	<p>The Employer's Representative</p> <table border="1"> <tr> <td data-bbox="263 212 486 291">Name</td> <td data-bbox="486 212 1428 291">Apeni Botse</td> </tr> <tr> <td data-bbox="263 291 486 369">Capacity</td> <td data-bbox="486 291 1428 369">Departmental Project Manager</td> </tr> <tr> <td data-bbox="263 369 486 448">Address</td> <td data-bbox="486 369 1428 448">Cor Maseko & Polwana Street, North End, Gaborone</td> </tr> <tr> <td data-bbox="263 448 486 526">Tel</td> <td data-bbox="486 448 1428 526">076 799 8447</td> </tr> <tr> <td data-bbox="263 526 486 604">Fax</td> <td data-bbox="486 526 1428 604">N/A</td> </tr> <tr> <td data-bbox="263 604 486 683">E-mail</td> <td data-bbox="486 604 1428 683">Apeni.Botse@dpw.gov.bw</td> </tr> </table>	Name	Apeni Botse	Capacity	Departmental Project Manager	Address	Cor Maseko & Polwana Street, North End, Gaborone	Tel	076 799 8447	Fax	N/A	E-mail	Apeni.Botse@dpw.gov.bw								
Name	Apeni Botse																				
Capacity	Departmental Project Manager																				
Address	Cor Maseko & Polwana Street, North End, Gaborone																				
Tel	076 799 8447																				
Fax	N/A																				
E-mail	Apeni.Botse@dpw.gov.bw																				
C.2.1 C.2.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following contractors who are registered with the CIDB, or are "backpack" of being so registered prior to the evaluation of tenders, are eligible to have their tenders evaluated ("backpack" who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, with this code, acceptable evidence (see paragraph 1) below):</p> <ol style="list-style-type: none"> contractors who have a contractor grading designation equal to or higher than a contractor grading designation designated in accordance with the term tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (1C) of the Construction Industry Development Regulations for a "GB" or "GB¹" class of construction work; and contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation other than that required in the tender; or <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the "GB" or "GB¹" class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the term tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (1C) of the Construction Industry Development Regulations in a "select class of construction works" or "select class of construction works"¹ class of construction work. <p>¹ Value for select class, sub-select class or contractor grading other than any one class of construction works is available.</p> <p>Joint ventures will be entered into with a contractor who has in place fully management and supervisory staff satisfying the requirements of the scope of work for labour intensive components for supervisory and management staff. Applicable.</p> <p>B. <u>INDICATE THE FUNCTIONALITY WRITING APPLICABLE TO THIS BID:</u></p> <p>Note: Functionality will only be applied as a performance criterion. Such criteria are used to establish minimum requirements where the bids will be evaluated solely on the basis of price and preference.</p> <table border="1"> <thead> <tr> <th data-bbox="263 1702 1085 1736">Functionality Criteria</th> <th data-bbox="1085 1702 1428 1736">Weighting Factor</th> </tr> </thead> <tbody> <tr> <td data-bbox="263 1736 1085 1769">N/A</td> <td data-bbox="1085 1736 1428 1769">N/A</td> </tr> <tr> <td data-bbox="263 1769 1085 1803">N/A</td> <td data-bbox="1085 1769 1428 1803">N/A</td> </tr> <tr> <td data-bbox="263 1803 1085 1836">N/A</td> <td data-bbox="1085 1803 1428 1836">N/A</td> </tr> <tr> <td data-bbox="263 1836 1085 1870">N/A</td> <td data-bbox="1085 1836 1428 1870">N/A</td> </tr> <tr> <td data-bbox="263 1870 1085 1904">N/A</td> <td data-bbox="1085 1870 1428 1904">N/A</td> </tr> <tr> <td data-bbox="263 1904 1085 1937">N/A</td> <td data-bbox="1085 1904 1428 1937">N/A</td> </tr> <tr> <td data-bbox="263 1937 1085 1971">N/A</td> <td data-bbox="1085 1937 1428 1971">N/A</td> </tr> <tr> <td data-bbox="263 1971 1085 2004">N/A</td> <td data-bbox="1085 1971 1428 2004">N/A</td> </tr> <tr> <td data-bbox="263 2004 1085 2038">Total</td> <td data-bbox="1085 2004 1428 2038">100 Points</td> </tr> </tbody> </table> <p>(Weightings will be multiplied by the score allocated during the evaluation process to arrive at the final functionality score)</p>	Functionality Criteria	Weighting Factor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Total	100 Points
Functionality Criteria	Weighting Factor																				
N/A	N/A																				
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N/A	N/A																				
N/A	N/A																				
Total	100 Points																				



Minimum functionality score to qualify for further evaluation	N/A
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(Total minimum qualifying score for functionality is 30 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight. Tender offers will be evaluated individually based on reports prepared at the Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared unsuccessful and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide completions and information on form DPW-Q3 (FG). Failure to complete the said form will cause the tender to be declared unsuccessful and removed from any further consideration. The Tenderer acknowledges the right to request information under and above that which is provided by the Tenderer in said form. The information must be provided by the Tenderer within the stipulated time as determined by the Project Manager. Failing which the tender offer will stand withdrawn and the tenderer not responsible.

C.1. Technical risks:

C.1.1 Criterion 1: Quality of current and previous work

Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-Q3 (FG) as well as if necessary in any additional work executed by the Tenderer not reflected on form DPW-Q3 (FG).

C.1.2 Criterion 2: Contractual commitment

Adherence to contractual commitments, the evidence by the Tenderer in the performance on current and previous work, evaluated in terms of:
 a) the level of progress on current projects in relation to the project programme of work to not enable compliance to the contract, a construction period in general;
 b) the degree to which previous projects have been completed within the contract of completion periods and/or others as the case may be;
 c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurance, security as per contract, instructions, subcontractors, time delay/damage, etc. as may generally be covered in standard terms and conditions of contract.

C.2 Commercial risks:

The level of compliance with the tenderer's stated respect of the adjustment of tender price may be considered to be unbalanced or unreasonable and to eliminate errors or discrepancies, while it is keeping the lowest final price, only and above the correction of all final errors as provided by it in 12.

C.1.7	For particulars regarding a particular alternative tendering, see further and refer to Tender 11.1
C.2.12	<p>If a tenderer wishes to submit an alternative tender offer the only offer is permitted for such alternative tender offer will automatically reflect the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, the alternative tender offer may also be considered for the purposes of the award of the contract.</p> <p>Calculations showing detail of other pertinent technical information and characteristics as well as modified or proposed items. Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its practicality, as well as view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposal. Calculations must be sequential in order and logical sequence and must clearly state all design assumptions. Pricing data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be a condition of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards.</p>

	<p>and requirements</p> <p>In addition, the bid must include an amount equal to 5% of the amount concerned for the alternative offer to cover the Employer's costs of confirming the acceptability of the Jubilee Design before it is constructed.</p> <p>Alternative under offer permitted Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
G.2.14.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the 'Offer' section in the 'Form of Offer and Acceptance' and delivering the Returnable Documents back to the Employer.
G.2.14.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T.1.
G.2.15.8 G.3.5	A tender envelope procedure will not be followed.
G.2.16	The closing time for submission of tender offers is as per Notice and Invitation to Tender T.1.
G.3.10	The tender offer validity period is as per Notice and Invitation to Tender T.1.
G2.18.3	Does the wording of the last sentence of clause require a bid to be marked as 'GMP'?
G.2.18	The tenderer will be required to submit the fully priced Bill of Materials / Lump Sum Document (complete requirement inclusive of all parts): <input checked="" type="checkbox"/> Together with his tender. <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so under the award of the contract.
G.2.19	Access shall be provided for inspections, tests and other work as may be required by the Employer.
G.3.1.1 G.3.1.2	The location for opening of the tender offers, immediately after the closing time is as follows: Shri Dongre Building, Gopicheta
G.3.2	The words "responsive tender" and "acceptable tender" shall be interpreted to have the same meaning.
G.3.3.3	Insert the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer, within a stipulated period, to accept the verbal advice as mentioned in accordance with G.3.3.4."
G.3.3.4	Insert the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, there shall be correction as follows"
G.3.3.4	Sub-sub paragraph (d) in G.3.3.4, as follows: <ul style="list-style-type: none"> (d) If the Employer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as "not acceptable/responsive" and removed from further consideration."
G.3.11.4	The procedure for the evaluation of responses to be as Mentioned in Tender Offer and Preference.
G.3.13	Add the following to s. b paragraph (c), as follows: <p>The tenderer or any of its directors is prohibited if the Registrar of Tenders Debarred in terms of the Prevention and Control of Corruption Act, 2004 (and Am. 17 of 2007) as a person prohibited from doing business with the public sector.</p>
G.3.17	Provide to the successful tenderer one copy of the signed contract document.

Standard conditions of Tender

Appendix A

Standard Conditions of Tender

(As contained in Annexure F of the Standard (a Uniformly) Construction Procurement)

F.1 General

F.1.1 Auction

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, honestly and with integrity, and act in an equitable, honest and fair manner.

F.1.2 Tender Documents

The conditions listed by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedule that are included in the tender data shall be deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender call, and tender schedules which are only required for know-how evaluation purposes, shall not be in part or in full controlled arising from the tender schedule.

F.1.3.3 For the purpose of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **uncompetitive offer** means the tenderer's financial offer after the factors of non-fixed prices, all unconditional discounts and any other tenderer's conditions that will affect the value of the tender's offer have been taken into consideration;
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to manipulate prices at official levels.

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any tenderer's offer, based on a percentage of the offer, and may cancel the tender process and reject all tenders if it is not satisfied with the offers. The employer shall not be liable for any liability to a tenderer for such cancellation or rejection, and shall also reserve the right to cancel or reject any offer.

F.1.5.2 The employer may not subsequently, in the course of a subsequent tender process, reject all tender offers received in a tender covering substantially the same scope of work, or in a tender or tenders received only in a tender was received and subsequently rejected, or in a tender in these terms.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of its principals, is not under any restriction to do business with employees.

F.2.2 Cost of tendering

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

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancies or omissions.

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Refer, as necessary for describing a tender offer, to all of the latest versions of S&M data, specifications, conditions of contract and other publications which are not objected but which are incorporated into the tender documents by reference.

F.2.6 Acknowledgement of data

Acknowledge receipt of data in the tender documents, which the employer may (S&M, etc.) if necessary apply for an extension to the closing time stated in the tender data, in order to take the submitted data account.

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which tenderers may, in written form, discuss with members of the proposed work services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

Recognize that the extent of insurance to be provided by the employer, if any, may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the bids, prices and the tenderer's list of the prices of any, all duties taxes (except Value Added Tax (VAT), and other taxes payable by the successful bidder, such duties (taxes and taxes) to be applied within 14 days before the closing time stated in the tender data.

F.2.10.2 Bid VAT payable by the employer separately as an addition to the tendered price of the items.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as permitted in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Bond on sea evaluated: **DECREASE** in the tender data. The conditions of contract identified in the contract data may provide for part cost/loss in other circumstances.

F.2.11 Allowance to documents

Not make any alterations or additions to the tender documents, except in conformity with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatures to the tender after it has been submitted are. **INVALID** and the usual marking, fluid and prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer is fully in accordance with all the requirements of the tender documents, as also submitted. The alternative tender offer must be submitted with the main tender offer together with a letter to the Employer for comparison the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be used only if the criteria stated in the tender data or contract data are applicable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the work, services or supply identified in the contract data unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in the tendering, either electronically (if they were issued in electronic format) or by sending in blank, etc.

F.2.13.3 Submit the parts of the tender data communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any document written in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all documents a guaranteed date on behalf of the tenderer. Expressions for tenders prepared in contract as per tender data shall state which of the signatories is the last partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer in separate packages bearing the password as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification data as stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, each shall seal the returnable documents stated in the tender data in an envelope marked "Tenders proposed" and place the remaining returnable documents in an envelope marked "Technical proposal". Both envelopes shall state on the outside the employer's address and identification data as stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification data as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender data if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all requests

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

F.2.15 Closing time

F.2.15.1 Issue a list for the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, cable, facsimile or otherwise, unless stated otherwise in the tender data.

F.2.16.2 Acceptance. If the Employer rejects the tender then made in the tender date for any reason, the obligations of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the Employer, complete extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

The Employer has the right to request clarification of a tender offer in response to a request to do so from the Employer during the submission of tender offers. It is the tenderer's obligation to provide a brief explanation of errors and correction of arithmetical errors by the adjustment of single rates or item prices (as both). No change in the total of the prices or substance of the tender offer is permitted, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that may be required on the tender date, the tenderer's commercial position (including individual joint venture agreements), credit rating 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 answer 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.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit schedules, hours, policies, etc.

If required, submit for the Employer's acceptance before formation of the contract all conditions, times, programmes, policies and other data of resources required in terms of the tenderer's proposal identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract produced by the Employer with the time available for the Employer to raise the contract.

F.2.22 Return of other tender documents

As instructed by the Employer, return all relevant tender documents within 30 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to the working days prior to the tender closing time stated in the tender data and supply all information and documents requested.

F.3.2 Issues Addressed

If necessary, issue addenda that may be used to modify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. 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 will issue addenda to all tenderers who check the award(s).

F.3.3 Return into tender offers

Return tenders when received after the closing time stated in the Tender Data, unopened. (unless it is necessary to open a tender submission to correct a forwarding address), in the manner concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the work/contract system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which complete and/or validated have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue located in the tender data, the name of each tenderer whose tender data is opened, the total of his costs, performance related and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record published in F&A 2.1 to interested persons upon request.

F.3.6 Two-envelope system

F.3.6.1 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' agents 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.

F.3.6.2 Evaluate the quality of the technical proposals stated by tenders. For each of tenders who remain in contention for the award at the opening of the time and place when the financial proposals will be opened. Open only the financial proposals of tenders who score in the quality evaluation above the minimum number of points (a quality index in the tender data), and announce the score obtained for the technical proposals and the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

Regarding whether there has been any attempt by a tenderer to influence the processing of tender offers and unfairly disadvantage a tender (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determining, on opening or possible detailed evaluation whether each tender offer properly reaches:

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

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

- adversely affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work;

- change the Employer or the tenderer's cost and responsibilities without the contract or
- affect the competitive position of other bidders including responsibility matters, if it were to be modified.

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

F.2.8 Arithmetic checks

Check responsive tender offers for arithmetic errors according to the following manner:

- Where there is a discrepancy between the given figures and in words, the OFFER, as submitted, governs.
- If a list of quantities (or percentages of quantities or schedule of rates) applies and there is an error in the final total (i.e. resulting from the product of the unit rate and the quantity, the unit rate, total amount given and the rate shall be corrected. Where there is an ambiguity given in placement of the decimal point in the unit rate, the final total is quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total or the price schedule as a result of other corrections required by the checking process as in the Employer's schedule of prices, the total or the price schedule given shall govern; the tenderer will be asked to rectify selected items unless (and then only if) all of quantities applied to and from the tendered total of the price.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of her arithmetic errors in the appropriate time frame.

F.2.10 Clarification of a tender offer

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

F.2.14 Evaluation of tender offers

F.2.14.1 General

Appoint an evaluation panel of not less than three persons. Each member requires a KYC/IDC offer to a competitive offer and evaluate it using the tender evaluation method for it included in the Tender Data and described below.

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable competitive offer 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and performance	<ol style="list-style-type: none"> 1) Score tenderer and assign a total tenderer score. 2) Rank the tenderers and eligible for the performance criteria and if so score tender evaluation points for performance. 3) Calculate each tenderer evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Rank quality, adjusting all tender offers until it is above the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method A: Financial offer, Quality and Preference	<p>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.</p> <p>2) Score tender evaluation points for Quality and P.</p> <p>3) Confirm that tenderers are eligible for the preferences claimed, and if so, receive tender evaluation points for preferencing.</p> <p>4) Calculate total tender evaluation points.</p> <p>5) Rank tender offers from the highest number of tender evaluation points in that award.</p> <p>6) Award the award to the tender offer with the highest number of tender evaluation points for the award if the method, unless there are competing awardable tender offers with the same.</p>
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Score financial offer, preferences and quality, as a whole, to two decimal places

F.3.11.2 Awarding Financial Offers

Score the financial offers of tendering tenders as award offers using the following formula:

- N_1 = $PA \times A$ where:
 N_1 = the number of tender evaluation points awarded for the financial offer
 N_2 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data
 A = which can be calculated using either formula 1 or 2 below as stated in the Tender Data

Formula	Base for Calculation	Option 1	Option 2
1	Highest price or discount	$A = \frac{P^* - P_{max}}{P_{min} - P_{max}}$	$A = \frac{P - P_{max}}{P_{min} - P_{max}}$
2	Lowest price or percentage cost reduction	$A = \frac{P^* - P_{min}}{P_{max} - P_{min}}$	$A = \frac{P - P_{min}}{P_{max} - P_{min}}$

- P_{max} = the comparative rate of the most favourable tender offer
 P_{min} = the comparative rate of the least favourable tender offer

F.3.11.3 Scoring quality (Functionality)

Score quality in each of the categories set out in the Tender Data and calculate total score for quality

F.3.13 Insurance provided by the employer

Requested by the proposed successful tenderer, submit the tenderer's information on the policies and certificates of insurance which the contractor will be required to provide in the contract documents required and open to scrutiny.

F.3.14 Acceptance of tender offer

F.3.14.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.14.2 Notify the successful tenderer of the employer's acceptance of the tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or signed contractual award. Providing the form of offer and acceptance does not confer any qualifying obligations, until completion of the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14. Notice to unsuccessful tenderers

After the successful tenderer has acknowledged your written proposal in writing, notify all other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, review documents that shall form part of the contract and the work caused by the employer as part of the tender documents to take account of:

- (a) variations issued during the tender period,
- (b) inclusion or exclusion of the relevant documents
- (c) other variations agreed between the employer and the successful tenderer, and
- (d) the schedule of variations attached to the form of offer and acceptance, if any.

F.3.16. Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer by acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of variations, if any). Only those documents that the conditions of tender require to be submitted after acceptance by the contractor, shall be included.

F.3.17. Complete adjudicator's contract

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

F.3.18. Provide copies of the contracts

Provide to the Subcontractor under the number of copies stated in the tender form of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

T 2.1 List of Returnable Documents

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	KENTON ON SEA SAPE: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS		
Tender / Quote no:	RFQ: - 2521	Reference no:	14/135490/SC48
Receipt Number:			

1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Risk Security Clarity Management Protocol (PA-11)	4 Pages	Yes
Submission of (PA-20) Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-16.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Contract or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Contract or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Shareholder Meeting Certificate (DPW-18 FC) (if applicable)	1 Page	Yes
Particulars of Tenderer's Project (DPW-09 EC)	2 Pages	Yes
Declaration certificate for local production content for designated sectors (PA-26)	1 Page	Yes
Annexure C	3 Pages	Yes

2 ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any additional information required to complete a risk assessment (if applicable)		Yes

3 RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Adherence to tender documents (DPW-01 FC) (if applicable)	1 Page	Yes
Schedule of proposed sub-contractors (DPW-10 FC) (if applicable)	1 Page	Yes
Particulars of Declared Contractor (DPW-22 FC) (if applicable)	1 Page	Yes

Mechanics / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Impacted Materials and Equipment (DMW-25 FC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable documents" column to indicate which documents must be returned with the tender.)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Proc. Bills of Materials / Lump Sum Documents (complete document inclusive of all parts)	24 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
If the Tendering Entity is: a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 68 of 1984, as amended)	Copies of the Founding Statement; – 0x1
b. A profit company duly registered as a private company, including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. Certificate of Incorporation – 0x1; ii. Shareholding Certificates of all Shareholders of the company plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company	Copy of Certificate of Incorporation – 0x1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.

List of Reference Documents PA-09 (EC)

<p>c. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).</p>	<p>Consists of:</p> <ul style="list-style-type: none"> i. the Founding Statement – OKI; and ii. the Memorandum of Incorporation setting out the object of the company including the public benefit, cultural or social activity, or communal or group interest.
<p>f. A natural person, sole proprietor or a Partnership</p>	<p>Copy(ies) of the Identity Document(s) of:</p> <ul style="list-style-type: none"> 1. such natural person/sole proprietor, or each of the Partners in the Partnership.
<p>g. A Trust</p>	<p>Deed of Trust duly including names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.</p>

Signed by the Tenderer

<p>Name of representative</p>	<p>Signature</p>	<p>Date</p>

C1.1 Form of Offer and Acceptance

DPW-07 (EG): FORM OF OFFER AND ACCEPTANCE

Project title:	SAPS- EASTERN CAPE: KENTON DN SEA SAPS: INSTALLATION OF 3 X 10 000 LITRE WATER TANKS WITH PUMPS		
Tender no:	PLG17/2027	Reference no:	14/12/18/430/2026

OFFER

The Employer, identified in the acceptance signature block has written offer to enter into a contract for the procurement of installation of a ten thousand litre water tank, including contribution of a pump and plumbing to existing ablation systems.

The Tenderer, identified in the offer signature block has examined the documents listed in the tender data and accends thereto as stated in the returnschedule and by submitting his offer has accepted the conditions of tender

By the representative of the Tenderer, deemed to be a duly authorized signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract, including compliance with all its terms and conditions, including its liability to third parties and necessary for an amount to be determined in accordance with the conditions of contract identified in the tender data.

THE TOTAL OFFER, INCLUSIVE OF ALL APPLICABLE TAXES (all applicable taxes include value added tax, payroll tax, income tax, unemployment insurance fund contributions and skills development taxes) IS :

Rand (In words):	
Rand in figures:	R

The terms of the tender may be subject to further price negotiation with the purchaser (Contractor). The regulated and agreed price will be as stated in subject 2026 2.6.2 and 2.6.3 of the offer.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of valid by stated in the tender data whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the tender data

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY. (cross out block which does not apply)

Company or Govt. Corporation:

.....

.....

And Where Registration Number is:

.....

And Where Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

.....

Where Identity Number is:

.....

Where Income Tax Reference Number is:

.....

CSD supplier number:.....

AND WHO IS (If applicable):

Trading under the name and style of:

AND WHO IS:

Fax No
 Postal address
 Banker Branch
 Registrar No of Tenderer at Department of Labour
 CIDB Registration Number

Tender no: PEQ11/2021

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in the agreement and in the contract. This is the subject of this agreement.

- The terms of the contract are contained in:
- Part 1 Agreement and contract data, (which include this agreement);
 - Part 2 Pricing data;
 - Part 3 Scope of work;
 - Part 4 Site information;

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (as contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

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*Any reference to "contract" shall include any other agreement or bill of material to be used to fulfil the work mentioned in the tender documents.

*Any reference to the word "payment schedule" shall be construed as the "to serve contract" of the contractor. E-Proc of the Republic of South Africa

Name of witness	Signature	Date
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Tender no: PEQ11/2021

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

*Any reference to words "bid" or "bids" herein under any other contract form shall be construed to have the same meaning as the word "Tender" or "Tenders"

**Any reference to the word "payment reduction" herein shall be construed to have the same meaning as the word "deduction for Internal & External Cost"

**T2.2 Returnable Documents
required for tender evaluation
purposes**

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 7 X 10 000 LITRE WATER TANKS WITH PUMPS		
Bid no:	PEQ/11/2021	Reference no:	14/17/01/04/09/0046

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

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State; 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 a price quotation, advertised competitive bid, limited bid or otherwise) 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 authorized representative declare his/her position in relation to the evaluating/awarding authority and/or take an oath declaring his/her interest, 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 a separate person who is/are 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 declaration is/are made and/or are involved with the evaluation and/or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his/her representative:
- 3.2 Identity number:
- 3.3 Position occupied in the Company (director, trustee, shareholder) etc.
- 3.4 Company Registration Number:
- 3.5 Tax Reference number:
- 3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / liquidators / members, their individual identity numbers, tax reference numbers and, if applicable, employee / pension numbers must be indicated on paragraph 3.6.1.

1. "State" means-

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

2. "Shareholder" means-

- (a) a person who owns a share in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7. Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member.....

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

Position occupied in the state institution:.....

Any other particulars:

3.8. Did you or your spouse, or any of the company's directors / trustee / shareholder / members or their spouses conduct business with the state in the area and, if so, specify? YES NO

3.8.1 If so, furnish particulars:.....

3.9. 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

3.9.1 If so, furnish particulars.

3.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and/or adjudication of this bid? YES NO

3.1.1 If so, furnish particulars:

3.1 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

3.1.1 If so, furnish particulars:

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

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

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audit interam partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		

5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 26 of the Prevention and Combating of Corruption Activities Act (No 72 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (excluding a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. 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 contractual and/or other, certain legal sanctions, anyone who should this declaration prove to be false:

Name of Tenderer / Bidder	Signature	Date	Position

This form has been aligned with SEC's and SBD's

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	KENTON ON SEA SHOPS EASTERN CAPS: INSTALLATION OF 13 10 000 LITRE WATER TANKS WITH PUMPS		
Bid no:	PEQ11/2021	Reference no:	141/301/6408/3049

INTRODUCTION

- This PA-29 (Certificate of Independent Bid Determination) must form part of all bids' notices.
- Section 4 (1) (b) (ii) of the Competition Act No. 89 of 1999, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by or an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 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:
 - 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;
 - 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.
- This form (PA-29) 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.
- In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

² Includes price-collusion, wheel-bid, competitive bids, invited bids and requests.

* Bid-rigging (or collusive Bidding) occurs when businesses, their agents 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 consortium² will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical areas 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.

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 2010.

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

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

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.

Name of Bidder	Signature	Date	Position

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of:

(Specify name of the name and registration number, if applicable, of the Company,

Held at _____ (Place)

On _____ (Date)

RESOLVED that:

- The Enterprise submits a Bid / Tender in the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender document)

- Mr/Ms/Ms _____

In his/her Capacity as _____ (Position in the Enterprise)

and who will sign as follows: _____

he, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



Resolution of Board of Directors: PA-15.1

16			
16			
17			
18			
19			
20			

7. Having read the draft resolution the Department of Trade Director for any liability whatsoever that may arise as a result of the resolution being signed.

Note:

1. This is a draft resolution.
2. All the resolutions must, where possible, be signed by all the Directors / Members / Partners of the Trading Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolutions must be signed by Directors / Members / Partners holding a majority in the shares / ownership as per Section 205(1)(a) (which part of ownership / ownership means).
4. Directors / Members / Partners of the Trading Enterprise may authorise signing persons in their own names or names of the trading enterprise, that person must do so together with any other completed power of attorney, signed by the Directors / Members / Partners holding a majority in the shares / ownership of the Trading Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available, both additional names and signatures must be attached on separate pages.

ENTERPRISE STAMP



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Please provide name and registration number, if applicable, of the Enterprise)

Head of _____ (insert)

of _____ (insert)

RESOLVED that:

1. That Enterprise act/s as a Bid/Tender in consortium/Joint Venture with the following Enterprises:

(Please provide name and registration number, if applicable, of the Enterprise acting as Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid/Tender Document)

Bid/Tender Number: _____ (or Tender Number as per Bid/Tender Document)

2. That I/we/We:

In This/Her Capacity as: _____ (Provide Job Title/Position)

and who will sign as follows: _____

to, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under Item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under Item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under Item 1 above for the due fulfilment of the obligations of the joint venture arising from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under Item 1 above.

4. The Enterprise chooses to be recognised generally as a contractor for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under Item 1 above.

Physical address: _____

_____ (insert)



Postal Address _____

 _____ (XXXX)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The below signatures hereby authorize the Government of Botswana to any liability and/or cost that may arise from and/or incurred being signed

- Note:**
1. If applicable to be applicable.
 2. MS. The resolution must also be signed by signed by the Director / Managers / Advisors of the Botswana Enterprise.
 3. In the event that paragraph 2 cannot be executed with the resolution must be signed by Director / Managers / Advisors / Capacity of the Botswana Enterprise (which must be attached / available / ready).
 4. Director / Managers / Advisors of the Botswana Enterprise may alternatively appoint a person to sign the document on behalf of the Botswana Enterprise, which person must be authorized by way of a duly executed power of attorney, signed by the Director / Managers / Advisors / Capacity of the Botswana Enterprise / members of the Botswana Enterprise (which must be attached / available / ready) and copies of the same are to be attached / ready.
 5. Where the capacity of Director / Managers / Advisors / Capacity of the Botswana Enterprise is not available, available / ready and / or signed, it shall be signed on a separate page.

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below (supply contract to name and applicable number, applicable, of the Enterprise/Agency or work order/contract):

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (City)

on _____ (Date)

RESOLVED that:

RESOLVED that:

A. The above-mentioned Enterprises submit a Bid in Consortia and/or Joint Ventures to the Department of Public Works in respect of the following project:

(Project description as per RFP/Contract Agreement)

Doc # Tender Number _____ (RFP Number as per RFP/Tender Agreement)



2. **Tanrıya:** _____

in his/her Capacity as: _____ (Position of the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the bid to the Enterprise in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept, jointly and severally, liability for the due fulfillment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department (30) days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Ventures shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement, in relation to the Contract with the Department referred to herein.

G. The Enterprises waive any objection claimed or asserted of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above.

Physical Address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____



	Name	Capacity	Signature
1			
2			
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15			

The Acting Undersecretary/Assistant Secretary of Public Works and Highways must verify that every name on a record of this document is being signed.

Notes:

1. Use the correct spelling names.
2. ALL True member must be signed by all the duly authorized representatives of the legal entities in the consortium, before meeting/submitting bid forms, as stated in Part 2 of Resolution PA 15.7
3. Show the number of the duly authorized signatory listed in the legal entities joining letter in this letter to avoid the error in address name, address format, capacity and signature must be signed on a separate page
4. Resolution PA 16.3 shall be completed and signed from the contract. Each party's role/participation shall be described in the Special Resolution (PA-16.3)

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 AND THE AMENDED B-BBEE CODES.

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. The value of this bid is estimated to ~~Not Exceed~~R50 000 000 (all applicable taxes included) and therefore the ~~80/20~~ system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

1.3.1. The maximum points for this bid are allocated as follows:

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

1.4. Failure on the part of a bidder to fill in and/or to sign the form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SAMS) or an Accounting Officer as contemplated in the Companies Corporation Act (CCA) together with the bid, will be interpreted to mean the preference points for B-BBEE status level of contribution are not claimed.

1.5. As Exempted Micro Enterprise (EME) a bidder is only required to obtain a status affidavit or a certificate issued by Companies and Intellectual Property Commission (CIPC) confirming their annual turnover of <R10 Million and level of black ownership, to claim points.

1.6. Qualifying Small Enterprise (QSE) a bidder is only required to obtain a sworn Affidavit or a certificate issued by Companies and Intellectual Property Commission (CIPC) confirming their annual turnover of R10 Million or

Preference Points Claim for Bids: PA 16

entire and level of task ownership to claim points.

- 1.7 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.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY EXPIRE (NOT EXPIRE EARLY BY 30-06-2017)

2. DEFINITIONS

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) "competitive price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- (i) "EME" means an Exempted Micro Enterprise as defined by Code of Good Practice under section 9(7) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy or tax which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies or the tendering costs of any service, for the execution of the contract;
- (k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) "non-firm prices" means all prices other than "firm" prices;
- (m) "person" includes a juristic person;

Preference Points Claim for Bids: T/A 16

- (h) "QSE" means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (i) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and exchange duties;
- (j) "sub-contract" means the primary contractor's assigning, leasing, making sub-work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (k) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 6 February 2007;
- (l) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (m) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADMINICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of award (price, cost of production and discounts).
- 3.3 Points awarded must be rounded off to the nearest 0 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionally in par of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

A maximum of 20 or 10 points is allocated for price on the following basis:

$$\begin{matrix}
 80/20 & \text{or} & 90/10 \\
 P_s = 20 \left(1 - \frac{P_i - P_{min}}{P_{max}} \right) & \text{or} & P_s = 10 \left(1 - \frac{P_i - P_{min}}{P_{max}} \right)
 \end{matrix}$$

Where

P_s = Points scored for comparative price of bid under consideration

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8. SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
..... %
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
.....
- (iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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



7

ProSevens Point: Chain for Bids: PA-16

DATE

ADDRESS:.....
.....

Affidavit

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

*Gazette No. 630 No. 47201

Issued in terms of paragraph 3.2.2.A.1 (D)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows

- I am the proprietor/sole shareholder/owner of the business referred to in the title
- I am a Member/ Director/ Owner of the following enterprise and hereby provide the information as follows:

Enterprise Name:			
Trading Name (if Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Proprietor)			
Kind of Construction Business: <i>(tick the applicable category with 'x')</i>	BEP (E) E-Enterprise, Professional	Contractor	Supplier
Definition of "Black People"	<p>As per the Black-White Classification Commission Act 52 of 2003 as amended by Section 1 of 5113 (Black People) Classification Act of 2010. African, Coloured and Indian – who are citizens of the Republic of South Africa by Law or descent or who have obtained the status of South Africa by naturalisation before 27 April 1994; or after 27 April 1994 and who are aged 18 years or older at the date of their application for naturalisation (pre-1994).</p>		
Definition of "Black Designated Groups"	<p>"Black Designated Groups" means:</p> <ol style="list-style-type: none"> any group of black people that either directly or indirectly, as required by the majority of its members, is established and not primarily established to provide educational services; Black people who are members defined in the National Youth Development Act of 1998; Black people who are persons who are defined as an individual in the Code of Good Practice on Employment of people with disabilities under the Employment Equity Act; Black people who are students and under developed areas; Black people who are individuals who are qualified to receive tertiary education in terms of the Military Veterans Act 19 of 2011. 		

I hereby declare under Oath that as per Amended Code Section 113 of the Amendment of Good Practices based on the section 113 of B-BBEE Act No 58 of 2003 as amended by Act No 43 of 2013

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Non-White Owned
- The Enterprise is _____ % Designated Black Designated Group (as per Black Designated Groups Definition above as per the definition in the Code above)

- Black Youth @ _____ %
- Black Disabled @ _____ %
- Black Unemployed @ _____ %
- Black people living in rural areas @ _____ %
- Black Military Veterans @ _____ %

4. Based on the Financial Statements Management Accounts and other information available the total financial year-end of _____, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

SEI	R1.0m - R2m	
Optimise	R1.0m - R2m	
Accelerate	R1.0m - R2m	

Indicate your company's revenue measurement for the financial year. If you are a large company and are a UK company then you should use the IFRS financial year ending 31st March. If you are a smaller company (turnover up to £100m) then you should use the financial year ending 31st December. If you are a charity, use the financial year ending 31st March.

5. Please Confirm or Do Not Confirm the H-100 Level Certificates, by ticking the applicable box below.

100% Book Owned	Level One (100% B-SEEE procurement recognition level)	
At least 50% Book Owned	Level Two (100% H-100 procurement recognition level)	
At least 20% Book Owned	Level Four (100% B-SEEE procurement recognition level)	
Level One 20% Book Owned	Level Five (100% H-100 procurement recognition level)	

6. I know and understand the contents of this invoice and I have no objection to using the prescribed oath and accept the oath (and/or) evidence and on the date written hereinafter as if I signed it in this matter.
7. The above contract shall hold for a period of 12 months from the date signed by contractor over.

Contractor Signature: _____

Date: _____

 For and as one of Oath's
 Signature & stamp

DPW-08 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	REVISION ON SEA SALTS: EASTERN CANE: INSTALLATION OF 2 X 10 000 LITRE WATER TANKS WITH PUMPS		
Tender/ quotation no:	P-0115/21	Closing date:	07/05/2021
Advertising date:	20/05/2021	Validity period:	60 days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact Tel. No.	Contract sum	Contractual commencing date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						
9						

2. Completed projects

Projects completed in the previous 5 (Five) years	Name of Employer or Requirement of Employer	Contract (M. no.)	Contract sum	Contractual completion date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer:

Male Female Non Enforceable (Not applicable case)

LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Business of Proprietor/Member/Shareholder	Identity/ Passport number and citizenship	Percentage owned	Block	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if initially woman
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> M <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

* If you cannot do otherwise category check category. Membership etc. If you are not a member of the tendering committee, please report it with flag number and identification number. Identification number should be provided in the application in person or in the office in the office.

LML: Limited Price Contract
 QOS: Qualifying Small Business Purchase

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all aspects;
- 2 The Beneficiary Bank Economic Empowerment Act, 2003 (Act No. 61 of 2003), Preferential Procurement Policy Amendment Act, 2010 (Act No. 5 of 2010), the Industrial Procurement Regulations, 2017, National Small Business Act, 2016 as amended and all documents pertaining to the Tender were read and understood and the goods to be supplied according to the definitions and nomenclature specified in said documents;
- 3 The Tenderer understands that any violation of the information provided herein shall constitute a breach of contract and discuss the Tenderer's offer herein, we will accept other tender offer(s) of the tender simultaneously being evaluated, or will avail the Employer's services to avoid any contract resulting from the Tenderer's offer;
- 4 The Tenderer accepts that the Employer may reserve any other remedy it may see in law and if the contract, including a claim for damages for having to accept a cost favourable tender as a result of any such contractual violation and no injunction shall or shall not be granted thereon provided herein;
- 5 Any further documentary proof required by the Employer regarding the facts stated above shall be submitted to the Employer within the time period specified herein.

Signed by the Tenderer

Name of representative	Signature	Date

PA-36: 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 and Instructions 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 SABS 1266:2011 (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 5) make provision for the promotion of local production and content.
- 1.2. Regulation 6(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the essential 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 SABS 1266: 2011 as follows:

$$LC = [1 - x / y] \times 100$$

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 above.

The SABS approved technical specification number SABS 1266:2011 is accessible on <http://www.tsedti.gov.za/industrialdevelopment/p4.jsp> at no cost.



PA38: Declaration Certificate for Local Production and Content for Designated Sectors.
(This form has been updated with SATS 1286/2011)

- 1.3. 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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Electrical and Telecom cables</u>	<u>90%</u>
<u>Steel Products and Components</u>	<u>100%</u>
<u>Wires</u>	<u>70%</u>
<u>Plastic Pipes</u>	<u>100%</u>

3. Does any portion of the goods or services offered have any imported content?
(Not applicable)

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 on the date of advertisement of the bid.

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

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

Currency	Rate(s) 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 bidder must be informed accordingly in order for the bidder to verify and in consultation with the AG/MA 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. PEQ1102D21

ISSUED BY: (Procurement Authority / Name of Institution):
 Department of Public Works
 NE

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.thedl.gov.za/industrial_development/lo.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. Declaration D and F 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 name), 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 SANS 1285:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SANS 1285:2011 the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Did price, excluding VAT (y)	R
Imputed content (x), as calculated in terms of SANS 1285:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SANS 1285:2011	



PA39: Declaration Certificate for Local Production and Content for Designated Sectors.
This form has been replaced with PA - 39B: 1.2.

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 SABS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SABS 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 SABS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(20) Provider: **REACTOR**
 (21) Project: **REACTOR**
 (22) Design/contract: **REACTOR**
 (23) Location: **REACTOR**
 (24) Client: **REACTOR**
 (25) Contract: **REACTOR**
 (26) Date: **REACTOR**

(27) Total value of work to be performed from all contracts:

(28) Total value of work to be performed from all contracts:

(29) Total value of work to be performed from all contracts:

Transaction ID	Description	Classification of local content					Total local content					
		Technical (C10)	Professional (C11)	Engineering (C12)	Construction (C13)	Other (C14)	Value (C15)	Percentage (C16)	Total (C17)			
1	...											
2	...											
3	...											
4	...											
5	...											
6	...											
7	...											
8	...											
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100	...											

(30) Total local content: _____
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 (99) Total local content: _____
 (100) Total local content: _____

Annex C

Local Health Department Survey Report

2023 Survey Period

1. Survey Period
 2. Survey Dates
 3. Survey Location
 4. Survey Method
 5. Survey Instrument
 6. Survey Population
 7. Survey Response Rate
 8. Survey Data Management
 9. Survey Data Analysis
 10. Survey Data Reporting

Survey Period: 3/20/2023 - 3/20/2023

Survey Dates: 3/20/2023

Survey Location: []

Survey Method: []

Survey Instrument: []

Survey Population: []

Survey Response Rate: []

Survey Data Management: []

Question	Response		Analysis		Reporting	
	Yes	No	Mean	SD	Min	Max
1. Survey Period	100%	0%	100%	0%	100%	0%
2. Survey Dates	100%	0%	100%	0%	100%	0%
3. Survey Location	100%	0%	100%	0%	100%	0%
4. Survey Method	100%	0%	100%	0%	100%	0%
5. Survey Instrument	100%	0%	100%	0%	100%	0%
6. Survey Population	100%	0%	100%	0%	100%	0%
7. Survey Response Rate	100%	0%	100%	0%	100%	0%
8. Survey Data Management	100%	0%	100%	0%	100%	0%
9. Survey Data Analysis	100%	0%	100%	0%	100%	0%
10. Survey Data Reporting	100%	0%	100%	0%	100%	0%

Survey Period: 3/20/2023 - 3/20/2023

Survey Dates: 3/20/2023

Survey Location: []

Survey Method: []

Survey Instrument: []

Survey Population: []

Survey Response Rate: []

Survey Data Management: []

Survey Data Analysis: []

Survey Data Reporting: []

ANNEX C

Local Content Declaration - Summary Schedule

Table A: To be completed for all tenders

1. Tender No. **POC/2017/001**
 2. Tender description **PROVISION OF SUPPLY AND DELIVERY OF LOCAL CONTENT**
 3. Local content percentage **0%**
 4. Tender number **001**
 5. Tendering authority **001**
 6. Tendering authority name **001**
 7. Tendering authority address **001**

Value P %

Tender Item No.	Description	Local Content Requirements				Tender Response			
		Value	Percentage	Value	Percentage	Value	Percentage	Value	Percentage
001	Supply and delivery of local content	001	0%	001	0%	001	0%	001	0%
002	Supply and delivery of local content	002	0%	002	0%	002	0%	002	0%
003	Supply and delivery of local content	003	0%	003	0%	003	0%	003	0%
004	Supply and delivery of local content	004	0%	004	0%	004	0%	004	0%
005	Supply and delivery of local content	005	0%	005	0%	005	0%	005	0%
006	Supply and delivery of local content	006	0%	006	0%	006	0%	006	0%
007	Supply and delivery of local content	007	0%	007	0%	007	0%	007	0%
008	Supply and delivery of local content	008	0%	008	0%	008	0%	008	0%
009	Supply and delivery of local content	009	0%	009	0%	009	0%	009	0%
010	Supply and delivery of local content	010	0%	010	0%	010	0%	010	0%
011	Supply and delivery of local content	011	0%	011	0%	011	0%	011	0%
012	Supply and delivery of local content	012	0%	012	0%	012	0%	012	0%
013	Supply and delivery of local content	013	0%	013	0%	013	0%	013	0%
014	Supply and delivery of local content	014	0%	014	0%	014	0%	014	0%
015	Supply and delivery of local content	015	0%	015	0%	015	0%	015	0%
016	Supply and delivery of local content	016	0%	016	0%	016	0%	016	0%
017	Supply and delivery of local content	017	0%	017	0%	017	0%	017	0%
018	Supply and delivery of local content	018	0%	018	0%	018	0%	018	0%
019	Supply and delivery of local content	019	0%	019	0%	019	0%	019	0%
020	Supply and delivery of local content	020	0%	020	0%	020	0%	020	0%
021	Supply and delivery of local content	021	0%	021	0%	021	0%	021	0%
022	Supply and delivery of local content	022	0%	022	0%	022	0%	022	0%
023	Supply and delivery of local content	023	0%	023	0%	023	0%	023	0%
024	Supply and delivery of local content	024	0%	024	0%	024	0%	024	0%
025	Supply and delivery of local content	025	0%	025	0%	025	0%	025	0%
026	Supply and delivery of local content	026	0%	026	0%	026	0%	026	0%
027	Supply and delivery of local content	027	0%	027	0%	027	0%	027	0%
028	Supply and delivery of local content	028	0%	028	0%	028	0%	028	0%
029	Supply and delivery of local content	029	0%	029	0%	029	0%	029	0%
030	Supply and delivery of local content	030	0%	030	0%	030	0%	030	0%
031	Supply and delivery of local content	031	0%	031	0%	031	0%	031	0%
032	Supply and delivery of local content	032	0%	032	0%	032	0%	032	0%
033	Supply and delivery of local content	033	0%	033	0%	033	0%	033	0%
034	Supply and delivery of local content	034	0%	034	0%	034	0%	034	0%
035	Supply and delivery of local content	035	0%	035	0%	035	0%	035	0%
036	Supply and delivery of local content	036	0%	036	0%	036	0%	036	0%
037	Supply and delivery of local content	037	0%	037	0%	037	0%	037	0%
038	Supply and delivery of local content	038	0%	038	0%	038	0%	038	0%
039	Supply and delivery of local content	039	0%	039	0%	039	0%	039	0%
040	Supply and delivery of local content	040	0%	040	0%	040	0%	040	0%
041	Supply and delivery of local content	041	0%	041	0%	041	0%	041	0%
042	Supply and delivery of local content	042	0%	042	0%	042	0%	042	0%
043	Supply and delivery of local content	043	0%	043	0%	043	0%	043	0%
044	Supply and delivery of local content	044	0%	044	0%	044	0%	044	0%
045	Supply and delivery of local content	045	0%	045	0%	045	0%	045	0%
046	Supply and delivery of local content	046	0%	046	0%	046	0%	046	0%
047	Supply and delivery of local content	047	0%	047	0%	047	0%	047	0%
048	Supply and delivery of local content	048	0%	048	0%	048	0%	048	0%
049	Supply and delivery of local content	049	0%	049	0%	049	0%	049	0%
050	Supply and delivery of local content	050	0%	050	0%	050	0%	050	0%
051	Supply and delivery of local content	051	0%	051	0%	051	0%	051	0%
052	Supply and delivery of local content	052	0%	052	0%	052	0%	052	0%
053	Supply and delivery of local content	053	0%	053	0%	053	0%	053	0%
054	Supply and delivery of local content	054	0%	054	0%	054	0%	054	0%
055	Supply and delivery of local content	055	0%	055	0%	055	0%	055	0%
056	Supply and delivery of local content	056	0%	056	0%	056	0%	056	0%
057	Supply and delivery of local content	057	0%	057	0%	057	0%	057	0%
058	Supply and delivery of local content	058	0%	058	0%	058	0%	058	0%
059	Supply and delivery of local content	059	0%	059	0%	059	0%	059	0%
060	Supply and delivery of local content	060	0%	060	0%	060	0%	060	0%
061	Supply and delivery of local content	061	0%	061	0%	061	0%	061	0%
062	Supply and delivery of local content	062	0%	062	0%	062	0%	062	0%
063	Supply and delivery of local content	063	0%	063	0%	063	0%	063	0%
064	Supply and delivery of local content	064	0%	064	0%	064	0%	064	0%
065	Supply and delivery of local content	065	0%	065	0%	065	0%	065	0%
066	Supply and delivery of local content	066	0%	066	0%	066	0%	066	0%
067	Supply and delivery of local content	067	0%	067	0%	067	0%	067	0%
068	Supply and delivery of local content	068	0%	068	0%	068	0%	068	0%
069	Supply and delivery of local content	069	0%	069	0%	069	0%	069	0%
070	Supply and delivery of local content	070	0%	070	0%	070	0%	070	0%
071	Supply and delivery of local content	071	0%	071	0%	071	0%	071	0%
072	Supply and delivery of local content	072	0%	072	0%	072	0%	072	0%
073	Supply and delivery of local content	073	0%	073	0%	073	0%	073	0%
074	Supply and delivery of local content	074	0%	074	0%	074	0%	074	0%
075	Supply and delivery of local content	075	0%	075	0%	075	0%	075	0%
076	Supply and delivery of local content	076	0%	076	0%	076	0%	076	0%
077	Supply and delivery of local content	077	0%	077	0%	077	0%	077	0%
078	Supply and delivery of local content	078	0%	078	0%	078	0%	078	0%
079	Supply and delivery of local content	079	0%	079	0%	079	0%	079	0%
080	Supply and delivery of local content	080	0%	080	0%	080	0%	080	0%
081	Supply and delivery of local content	081	0%	081	0%	081	0%	081	0%
082	Supply and delivery of local content	082	0%	082	0%	082	0%	082	0%
083	Supply and delivery of local content	083	0%	083	0%	083	0%	083	0%
084	Supply and delivery of local content	084	0%	084	0%	084	0%	084	0%
085	Supply and delivery of local content	085	0%	085	0%	085	0%	085	0%
086	Supply and delivery of local content	086	0%	086	0%	086	0%	086	0%
087	Supply and delivery of local content	087	0%	087	0%	087	0%	087	0%
088	Supply and delivery of local content	088	0%	088	0%	088	0%	088	0%
089	Supply and delivery of local content	089	0%	089	0%	089	0%	089	0%
090	Supply and delivery of local content	090	0%	090	0%	090	0%	090	0%
091	Supply and delivery of local content	091	0%	091	0%	091	0%	091	0%
092	Supply and delivery of local content	092	0%	092	0%	092	0%	092	0%
093	Supply and delivery of local content	093	0%	093	0%	093	0%	093	0%
094	Supply and delivery of local content	094	0%	094	0%	094	0%	094	0%
095	Supply and delivery of local content	095	0%	095	0%	095	0%	095	0%
096	Supply and delivery of local content	096	0%	096	0%	096	0%	096	0%
097	Supply and delivery of local content	097	0%	097	0%	097	0%	097	0%
098	Supply and delivery of local content	098	0%	098	0%	098	0%	098	0%
099	Supply and delivery of local content	099	0%	099	0%	099	0%	099	0%
100	Supply and delivery of local content	100	0%	100	0%	100	0%	100	0%

Signature of the tenderer: _____
 Date: _____
 Total Local Content: _____
 Total Tender Value: _____
 Local Content Percentage: _____

Annex D

14/03/2018

Approved Schools (England) - Supporting Information to the Report

1. School Name
2. Local Authority
3. Date of Publication
4. Reporting Period
5. Reporting Year
6. School Type

1. School Name
2. Local Authority
3. Date of Publication
4. Reporting Period
5. Reporting Year
6. School Type

1. School Name

2. Local Authority

3. Date of Publication

A. Detailed financial context

Detailed financial context											Summary	
Year	Source of Income	Expenditure	Surplus/Deficit	Profit/loss on sale of fixed assets	Other income	Income from investments	Profit/loss on disposal of investments	Income from other sources	Total Income	Total Expenditure	Surplus/Deficit	Surplus/Deficit
2017	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0

13. Total Income

B. Detailed liability by the provider

Detailed liability by the provider											Summary	
Year	Source of Income	Expenditure	Surplus/Deficit	Profit/loss on sale of fixed assets	Other income	Income from investments	Profit/loss on disposal of investments	Income from other sources	Total Income	Total Expenditure	Surplus/Deficit	Surplus/Deficit
2017	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0

13. Total Income

C. Detailed financial context and supply to the provider

Detailed financial context and supply to the provider											Summary	
Year	Source of Income	Expenditure	Surplus/Deficit	Profit/loss on sale of fixed assets	Other income	Income from investments	Profit/loss on disposal of investments	Income from other sources	Total Income	Total Expenditure	Surplus/Deficit	Surplus/Deficit
2017	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0

13. Total Income

D. Detailed financial context and supply to the provider

Detailed financial context and supply to the provider					Summary	
Year	Source of Income	Expenditure	Surplus/Deficit	Profit/loss on sale of fixed assets	Total Income	Total Expenditure
2017	1.0	2.0	3.0	4.0	5.0	6.0

13. Total Income

14. Total Expenditure

15. Total Income

16. Total Expenditure

**T2.2 Returnable Documents: Other Documents
that will be Incorporated into the contract**



DPW-21 (EC): Record of addenda to tender documents in

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS		
Tender no:	PEO1:2021	Reference no:	160:3/1/0430/5049

1. I/We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of the tender offer, amending the tender documents, have been taken into account in this tender offer. (Attach additional pages if more space is required)

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I/We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of the tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



BPW-21 (20): Record of attendance to tender committee



DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	KENTON DN SEA SIPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS		
Tender no:	PEQ17/2021	Reference no:	101/201/0420/CG40

We note for your information our intention to employ the following Euzan members to work in this contract:

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractors
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organization: _____



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 3 X 10 000 LITRE WATER TANKS WITH PUMPS		
Tender no:	FE011/2021	Reference no:	14/1/2016-439/5049

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer:	Signature	Date



DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	KENTON OD SEA SAPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS		
Tender no:	PEO1/2021	Reference no:	14-1/2/1/6/2019/5/19

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 30 (thirty) days from the date of acceptance of the tender. Involvement of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

The net amount will be adjusted as follows:

FORMULA:

The net amount will be added to or deducted from the contract sum:

$$A = \frac{v(Z - Y)}{Y}$$

A = the amount (R) of adjustment

v = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment

Signature of Tenderer	Signature	Date