



public works

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Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

## **TENDER NO. MTH15/2021**

**OPERATION AND MAINTENANCE OF WATER CARE FACILITIES (WASTEWATER TREATMENT WORKS, PUMP STATION & BOREHOLES) FOR A PERIOD OF 36 MONTHS: OR TAMBO DISTRICT**

**Advert date: 18 June 2021**

**Closing date: 19 July 2021**

**Time: 11:00**



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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months		
Reference no:			
Tender no:	OR MTH 15/2021		
Advertising date:	18 June 2021	Closing date:	19 July 2021
Closing time:	11h00	Validity period:	56 Calendar days

It is estimated that tenderers should have a CIDB contractor grading designation of **7CE** or **7ME\*** or higher.

*\* Delete "or 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 PE** or **select tender value range select class of construction works PE\*** or higher.

*\* Delete "or 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 on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable 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 Tenderer's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input type="checkbox"/>	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. N/a covid-19 regulations the department will only consider bidders who submitted their documents
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
<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 indicated below.
<input checked="" type="checkbox"/>	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).



Notice and Invitation to Tender: PA-04 (EC)

<input checked="" type="checkbox"/>	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
<input checked="" type="checkbox"/>	Submission of (DPW -09EC): Particulars of Tenderer's Projects.
<input checked="" type="checkbox"/>	Submission of the following valid certified copies e.g trade test, degree, diploma or any other relevant qualification from accredited institution. The date on the certifying stamp of the copies must be less than 3 months old from the closing date.
<input checked="" type="checkbox"/>	Bidder to submit a valid sworn affidavit or valid BBEE Certificate (originally certified) according to the amended construction sector codes (gazette vol.630 NO 64287), BBEE accredited by SANAS  If any corrections are made on Bill of Quantity, it need to be initiated by the bidder.

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

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status 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 EME or QSE
<input checked="" type="checkbox"/>	A tenderer subcontracting a minimum of 30% to:  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE 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 EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

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

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

**Note:** Functionality will be applied as a prequalification 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:	60%
Functionality criteria:	Weighting factor:



<p><b>1. RELEVANT MAINTENANCE EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/OR COMPLEXITY</b></p> <p>Provide a descriptive list (DPW-09) plus a Portfolio of all current and completed water care/civil/mechanical engineering maintenance projects of similar scope to this tender in the last 5 years.</p> <p>Note: A Portfolio of relevant maintenance and project value to indicate key competencies requested above must be submitted together with other requested information on DPW-09. value of a project must be R 2 500 000.00 or higher</p> <p>One(1) water care/civil/mechanical engineering related project = 6 points</p> <p>Two(2) water care/civil/mechanical engineering related project = 12 points</p> <p>Three (3) water care/civil/mechanical engineering related project = 18 points</p> <p>Four(4) water care/civil/mechanical engineering related project = 24 points</p> <p>Five(5) water care/civil/mechanical engineering related project = 30 points</p>	<p>30</p>
<p><b>2. REFERENCES FROM CLIENT/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE</b></p> <p>Please provide signed letters from projects managers/consultants confirming your company's involvement, level of service and contact details for similar type and project value in the last 5 years, confirming the above projects listed in DPW 09</p> <p>One(1) reference letter from consulatnts and/or clients for completed/current water care/civil/mechanical engineering projects = 4 points</p> <p>Two(2) reference letters from consultants and/or clients for completed/current water care/civil/mechanical engineering projects = 8 points</p> <p>Three(3) reference letters from consultants and/or clients for completed/current water care/civil/mechanical engineering projects = 12 points</p> <p>Four(4) reference letters from consultants and/or clients for completed/current water care/civil/mechanical engineering projects = 16 points</p> <p>Five(5) reference letters from consultants and/or clients for completed/current water care/civil/mechanical engineering projects = 20 points</p>	<p>20</p>



<p><b>3. EXPERIENCE OF THE KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL</b></p> <p>Provide the following information:</p> <ul style="list-style-type: none"> <li>- A detailed CV</li> <li>- Certified copies of relevant academic qualifications (trade test, degree, diploma or any other relevant qualification from accredited institution)</li> </ul> <p>One(1) year relevant water care/civil/mechanical engineering experience and CV with qualifications or two(2) years relevant water care/civil/mechanical engineering experience with CV and without qualifications = 6 points</p> <p>Two(2) years relevant water care/civil/mechanical engineering experience and CV with qualification or three(3) years relevant water care/civil/mechanical engineering experience with CV and without qualifications = 12 points</p> <p>Three(3) years relevant water care/civil/mechanical engineering experience and CV with qualifications or four(4) years relevant water care/civil/mechanical engineering experience with CV and without qualifications = 18 points</p> <p>Four(4) years relevant water care/civil/mechanical engineering experience and CV with qualifications or five(5) years relevant water care/civil/mechanical engineering experience with CV and without qualifications = 24 points</p> <p>Five(5) years relevant water care/civil/mechanical engineering experience and CV with qualifications or six(6) years relevant water care/civil/mechanical engineering experience with CV and without qualifications = 30 points</p>	30
<p><b>4. FINANCIAL CAPACITY</b></p> <p>Provide an original and valid bank rating from banking institution stating A, B, C and D bank code/rating, not older than 3 months (with the original bank stamp)</p> <p>Credit rating/code of D = 5          Credit rating/code of C = 10          Credit rating/code of B = 15          Credit rating/code of A = 20</p>	20
<p><b>Total</b></p>	<p><b>100 Points</b></p>

**Collection of tender documents**

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address . A non-refundable bid deposit of R \_\_\_\_\_ 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 **select**

The particulars for said pre- tender site inspection meeting are:  
 Venue:

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".



## Notice and Invitation to Tender: PA-04 (EC)

Date:

Starting time:

inquiries related to tender documents may be addressed to:

<b>DPW Project Manager:</b>	Sibusiso Dlamini (Technical Enquiries)/Unathi Mabusela (for General Enquiries)	<b>Telephone no:</b>	047 502 7049
<b>Cell no:</b>	082 610 2985 (Sibusiso Dlamini)/066 335 6129 (Unathi Mabusela)	<b>Fax no:</b>	
<b>E-mail:</b>	sibusiso.dlamini@dpw.gov.za		

### Deposit / return of tender documents

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

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

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

<b>Tender documents may be posted to:</b>  The Director-General Department of Public Works and Infrastructure Private Bag X5007  Mthatha 5100  Attention: Procurement section: Room 5th floor	<b>OR</b>	<b>Deposited in the tender box at:</b>  Department of Public Works and Infrastructure PRD 2 Building, Sunderland Street Mthatha 5100
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Compiled by:

Sibusiso Dlamini		17/06/2021
Name of Project Manager	Signature	Date

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>			
BID NUMBER:	OR MTH 15/2021	CLOSING DATE:	19 July 2021
		CLOSING TIME:	1h00
DESCRIPTION	OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
Department of Public Works and Infrastructure, PRD 2 Building, Sunderland Street, Mthatha 5100			
OR POSTED TO: Private Bag X5007 Mthatha 5100			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		TCS PIN: <input type="checkbox"/> Yes <input type="checkbox"/> No	OR CSD No: B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR NAME:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	

FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB:** FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.





<sup>1</sup> All applicable taxes<sup>1</sup> includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

**DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE**

<b>Project title:</b>	<b>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.</b>		
<b>Tender no:</b>	OR MTH 15/2021	<b>Reference no:</b>	

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.**

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

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

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies ) IS :**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R _____

The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final 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 validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)**

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number:.....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number:.....
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**AND WHO IS (if applicable):**

Trading under the name and style of: .....
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**AND WHO IS:**

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
 For Internal & External Use



Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
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Tender no: OR MTH 15/2021

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents .....
- The official alternative .....
- Own alternative (only if documentation makes provision therefore) ..

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
  - (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes  No
  - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes  No   
*select*
  - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No   
*select*

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

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

**Tender no:**

**ACCEPTANCE**

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

**The terms of the contract are contained in:**

- Part 1 Agreement and contract data, (which includes 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 schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (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

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender no:  
Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

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

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

## 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.

<b>Project title:</b>	<i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months</i>		
<b>Bid no:</b>	OR MTH 15/2021	<b>Reference no:</b>	

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<sup>1</sup>; 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 proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority 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 persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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 or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup> "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.

<sup>2</sup> "Shareholder" means –

- (a) a person who owns shares 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 / trustees / shareholder / member: .....

Name of state institution at 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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  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

3.10.1 If so, furnish particulars.

.....  
 .....

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

3.11.1 If so, furnish particulars:

.....  
 .....

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

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

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

5.1	<i>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?</i> <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
-----	--	--	---------------------------------------



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 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	<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 (including 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 cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months		
Bid no:	OR MTH 15/2021	Reference no:	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This 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.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.



## Certification of Independent Bid Determination: PA-29

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:



### Certification of Independent Bid Determination: PA-29

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No



### Certification of Independent Bid Determination: PA-29

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

<sup>3</sup> 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
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**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

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

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

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

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

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



**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

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

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](http://www.resbank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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



**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

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

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

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

**NB**

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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





**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 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 SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	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 military veteran
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"/> R <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

# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"



## 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 respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid / Tender to 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)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised 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			



15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \*Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding 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 above, additional names and signatures must be supplied on a separate page.

**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:

\_\_\_\_\_

\_\_\_\_\_ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_ (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the 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: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, 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 deriving 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 as its *domicilium citandi et executandi* 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in 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: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*



B. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised 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 Enterprises 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 joint and several liability for the due fulfilment 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 fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture 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 choose as the *domicilium citandi et executandi* 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: \_\_\_\_\_



Special Resolution of Consortia or Joint Ventures: PA-15.3

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

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

## 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 **Select** R50 000 000 (all applicable taxes included) and therefore the...90/10.....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	<u>90</u>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>10</u>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. An Exempted Micro Enterprise (EME) 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 less and level of black ownership to claim points.	
1.6. Qualifying Small Enterprise (QSE) 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 less and level of black ownership to claim points.	

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".



## Preference Points Claim for Bids: PA-16

- 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 PHASE OUT COMPLETELY BY DECEMBER 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) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (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 defines by Codes of Good Practice under section 9 (1) 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 rendering 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;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under



Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“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 excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“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
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The 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 non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more 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 functionality is part 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 80 or 90 points is allocated for price on the following basis:

80/20                      or                      90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration



Preference Points Claim for Bids: PA-16

$P_{min}$  = Comparative price of lowest acceptable bid

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

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

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

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

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



Preference Points Claim for Bids: PA-16

(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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
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 propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

- 1. ....
- 2. ....

.....  
.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....



## DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

<b>Project title:</b>	<b>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.</b>		
<b>Tender no:</b>	OR MTH 15/2021	<b>Reference no:</b>	

	<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>
	<b>CONDITIONS OF CONTRACT</b>
	The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a>

### CONTRACT SPECIFIC DATA

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

CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.  Defects liability period is: <b>12 months.</b>
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: _____ measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break.  <b><i>or, if Practical Completion in portions is required,</i></b> The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> : For portion 1 within _____ For portion 2 within _____ For portion 3 within _____ For portion 4 within _____ <i>(followed by further portions as required)</i> The time for achieving Practical Completion of the whole of the Works is: _____, measured from the



	<b>Commencement Date. The time thus stated includes special non-working days and the year-end break.</b>
1.1.1.15	The name of the Employer is: <b>The Government of the Republic of South Africa in its Department of Public Works.</b>
1.1.1.16	The name of the Engineer is:
1.1.1.26	The Pricing Strategy is a: <b>Re-measurement Contract.</b>
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.2.1.2	<b>Employer's address:</b> Physical Address: <b>Department of Public Works and Infrastructure, PRD 2 Building, Sunderland Street, Mthatha 5100</b>  Postal Address: <b>Private Bagx5007 Mthatha 5100</b>  Facsimile:  Telephone: <b>082 610 2985</b>
	<b>Engineer's address:</b> Physical Address:   Postal Address:   Facsimile:  Telephone:
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following provisions:



	<p>(a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled.</p> <p>(b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor.</p> <p>(c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> <p>(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies.</p> <p>(e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract.</p> <p>(f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
3.1.3	<p>1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly <b>excluded</b> in respect of the following:</p> <p>(a) Appointment of nominated Sub-contractors – clause 4.4.3;</p> <p>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5;</p> <p>(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4;</p> <p>(d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> <p>(e) Suspension of the Works – clause 5.11.1;</p> <p>(f) Final Payment Certificate – clause 6.10.9;</p> <p>(g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p>
	<p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the</p>

	<p>above listed matters (a) to (h), to the Engineer within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Engineer timeous and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:</p> <p><b>Clause 6.10.9 – Amend to read as follows:</b></p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p><b>Clause 10.1.5 – Amend to read as follows:</b></p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate.</p> <p>5. Insert the following under 3.1.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
3.2.2.1	<p>Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows:</p> <p>Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.2.3.2	<p>Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows:</p> <p>Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word "person", as follows:</p> <p>Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>
4.8.2.2	<p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:</p> <p>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p>

	Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is: <b>21 days.</b>
5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <b>"exclusive"</b> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: <b><i>Insert an exposition of limitation.</i></b>
5.8.1	The non-working days are: <b>Saturdays and Sundays</b>  The special non-working days are: <b>(1) Public Holidays;</b> <b>(2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.</b>
5.9.1	Amend Clause 5.9.1 as follows:  On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.13.1	The penalty for failing to complete the Works is: R <b>per day</b>  <b><i>or, if completion in portions is required,</i></b>  The penalty for failing to complete portion 1 of the Works is: R <b>per day.</b> The penalty for failing to complete portion 2 of the Works is: R <b>per day.</b> The penalty for failing to complete portion 3 of the Works is: R <b>per day.</b> The penalty for failing to complete portion 4 of the Works is: R <b>per day.</b> <b><i>Followed by further portions as required.</i></b>  The penalty for failing to complete the whole of the works is: R <b>per day.</b>
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows:  When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Engineer not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14 <sup>th</sup> day after the contractor requested the Certificate of Practical Completion.
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.



5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.</p>
5.16.3	<p>The latent defect period for all works is: <b>5 years</b>.</p>
6.2.1	<p>The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:</p> <p><b>33%, except on material cost where the percentage allowance is 10%.</b></p>
6.8.2	<p>Contract Price Adjustment (CPA) will be applicable: <b>"NO"</b>.</p> <p>If CPA is indicated as "Yes" above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor:</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are:</p> <p>a = 0.25. (Labour)  b = 0.3 (Contractor's equipment)  c = 0.3 (Material)  d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are:</p> <p>a = 0.35 (Labour)  b = 0.20 (Contractor's equipment)  c = 0.35 (Material)  d = 0.10 (Fuel)</p> <p>The urban area nearest the Site is <b>Mthatha</b>.  <i>(Select urban area from Statistical News Release, P0141, Table 7.1.)</i></p> <p>The applicable industry for the Producer Price Index for materials is  <i>(Select the applicable industry from Statistical News Release, P01421, Table 11.)</i></p> <p>The area for the Producer Price Index for fuel is  <i>(Select the area from Statistical News Release, P01421, Table 12.)</i></p> <p>The base month is <b>June 2021</b>. <i>(The month prior to the closing of the tender.)</i></p>
6.8.3	<p>Price adjustments for variations in the costs of special materials are not allowed.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is: <b>85 %</b>.</p>

6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Engineer issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.</p>
8.4.3	<p>Insert a new Clause 8.4.3 as follows:</p> <p>The Contractor shall on receiving a written instruction from the Engineer immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.</p>
8.6.1.1.1	Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: <b>Nil</b>
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: <b>Nil</b>
8.6.1.3	<p>Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from</p>

	or in the course of the fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.
8.6.1.5	<p>1. <b>Public liability insurance</b> to be effect by the Contractor to a minimum value of:</p> <p><input checked="" type="checkbox"/> R5 million</p> <p>or</p> <p><input type="checkbox"/> R</p> <p>With a deductible not exceeding 5% of each and every claim.</p> <p>2. <b>Support insurance</b> is to be effected by the Contractor to a minimum value of: <b>R R 1 Million</b></p> <p>With a deductible not exceeding 5% of each and every claim.</p>
8.6.5	<p>Amend Clause 8.6.5 as follows:</p> <p>Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p>
8.6.7	<p>Amend Clause 8.6.7 as follows:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".</p> <p><b>HIGH RISK INSURANCE</b></p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>(1) <b>Damage to the Works</b></p> <p>The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) <b>Injury to Persons or Loss of or damage to Properties</b></p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability,</p>





	<p>loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.4	<p>Amend Clause 9.1.4 as follows:</p> <p>In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;</p>
9.1.5	<p>Amend Clause 9.1.5 as follows:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:</p>
9.1.6	<p>This Clause is not applicable to this Contract.</p>
9.2.1.3.8	<p>Insert a new Clause 9.2.1.3.8 as follows:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,</p>
9.2.4	<p>Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:</p> <p>The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:</p> <p>9.2.4.1 An amount not exceeding 10% of the Contract Sum;</p> <p>9.2.4.2 10% of the value of incomplete work; or</p> <p>9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.</p>
9.3.2.2	<p>Amend Clause 9.3.2.2 as follows to delete the proviso on lien:</p> <p>The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.</p>



9.3.3	<p>Insert the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p>
10.1.3.1	<p>Amend Clause 10.1.3.1 as follows to insert the word "Plant":</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Engineer, records in a form approved by the Engineer, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.6	<p>Insert a new Clause 10.1.6 as follows:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.2.1	<p>Amend Clause 10.2.1 as follows:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Engineer. This written claim shall be supported by particulars and substantiated.</p>
10.2.2	<p>Amend Clause 10.2.2 as follows:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>
10.3.2	<p>Amend Clause 10.3.2 as follows to replace "adjudication" with "court":</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace "Engineer" with "Employer".</p>
10.4.2	<p>Amend Clause 10.4.2 as follows to provide for submission to court:</p> <p>If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation with 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.</p>
10.4.4	<p>Amend Clause 10.4.4 to delete reference to "adjudication" and "arbitration" to read as follows:</p> <p>Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
10.5 10.6 & 10.7	<p>The entire provisions of these Clauses are not applicable to this Contract.</p>
10.10.3	<p>Amend Clause 10.10.3 as follows to reword and remove reference to "arbitrator":</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction,</p>

certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of obtaining his ruling.

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

1.1.1.9 The name of the Contractor is: ***Insert legal name of Contractor***

1.2.1.2 The address of the Contractor is:

Physical Address:  
***insert physical address***  
***insert town***  
***insert code***

Postal Address:  
***insert postal address***  
***insert town***  
***insert postal code***

Facsimile: ***insert fax no***

Telephone: ***insert tel no***

6.2.1 The security to be provided by the Contractor shall be one of the following:

- (a) Cash deposit of 10 % of the Contact Sum (excl. VAT)  YES or  NO
- (b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT)  YES or  NO
- (c) Retention of 10 % of the value of the Works (excl. VAT)  YES or  NO
- (d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)  YES or  NO
- (e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)  YES or  NO

***NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.***

## PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	<i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months</i>		
Tender no:	OR MTH 15/2021	Reference no:	

### C3. Scope of Works

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**NOTE: This is an example only. Compiler / Designer to provide the applicable contents.**

##### B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

Insert amendments to standard specifications

#### C3.3 PARTICULAR SPECIFICATIONS

List particular specifications



**Tender no: OR MTH 15/2021**

**C3.1 STANDARD SPECIFICATIONS:**

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. *(Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)*

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)



**Tender no: OR MTH 15/2021**

**C3.2 PROJECT SPECIFICATIONS:**

**Status**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications.

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

**A GENERAL**

**PS-1 PROJECT DESCRIPTION:**

**Insert project description**



**Tender no: *OR MTH 15/2021***

**B: AMENDMENTS TO THE STANDARD SPECIFICATIONS:**

**Insert amendments to standard specifications**



Tender no: *OR MTH 15/2021*

**C3.3 PARTICULAR SPECIFICATIONS:**

**Insert particular specifications**



**Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.**



public works  
& infrastructure

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**Department:**  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**Mthatha Regional Office**

**District 1: OR Tambo District Municipality**

## **1. Introduction**

A qualified and suitable Service Providers (SPs) or Consortium/JV are invited to fully run the operations, maintenance and monitoring of Department of Public Works and Infrastructure Water Care Facilities in its Mthatha Region, with the intention to acquire and maintain the excellent Blue, Green and No Drop Scores through Green Drop and Blue Drop Improvement Plans. Furthermore, to maintain good and acceptable condition of all DPW Water Care infrastructure through proper schedule maintenance.

## **2. Background**

The National Department of Public Works and Infrastructure (DPWI) is an intermediary water service provider for all government installations falling beyond Municipalities' water services infrastructure. The Department of Public Works and Infrastructure has embarked on a programme to improve its water services compliance with regard to Blue/Green Drop requirements. DPWI has got small wastewater plants, borehole systems, pump stations, reservoirs, dams, and water treatment plants with plant capacity of less or equal to 2ML/day. Most of these plants are registered under general authorisation and regulated by the Department of Water and Sanitation under National Water Act No. 36 of 1998.

Therefore, it is vital important that they are operated and maintained effectively and efficiency to comply with regulatory requirements. After the investigations and feasibility studies that has been conducted, the Department of Public Works and Infrastructure has identified a need to invite a qualified service providers with an extensive experience and expertise in Water, Wastewater, Environmental, Water Resource Management, Civil/Mechanical Engineering, Assets Management, Financial Management and Human Resources related fields to submit bids to assist in operation and maintenance of DPWI Water Care Facilities.

### **3. Scope of works**

District 1: OR Tambo district.

The OR Tambo district municipality consists of the following sites: Mqanduli DCS, 14 SAI SANDF, Mthatha DCS, Libode SAPS, Flagstaff DCS, Flagstaff SAPS, Lusikisiki DCS, Qunu Museum Arts and Culture, Bityi SAPS, Kwaaiman SAPS.

The scope of works is divided into the following categories:

M01: Operation of wastewater treatment works and Green Drop Requirements

M02: Scheduled maintenance of all water care facilities

*Site specification:*

#### **1. Mqanduli Department of Correctional Services**

Mqanduli DCS consists of wastewater treatment works (a ponds system).

##### *M01\_1 Operation of wastewater treatment works*

- a) The service provider shall ensure that all the duties in the operation of the works and related systems are fulfilled. The service provider shall interact with the Department's Project Manager, to receive any additional guidance or coordination necessary to ensure these tasks are performed in a manner consistent with the Department needs.
- b) Performs laboratory tests such as chlorine level and pH, analyzes results, takes or recommends necessary action - Daily
- c) Maintains lab records, equipment, orders supplies – Monthly
- d) Inspects, flushes, maintain sewage lines – half yearly or during breakdown
- e) Performs preventive maintenance on machinery and schedules necessary repair activities with skilled trades – Half yearly
- f) Performs ground maintenance - Monthly

- g) Prepares and files daily, weekly and monthly lab result reports with the Department of Water and Sanitation IRIS.
- h) Add necessary chemicals to maintain quality levels necessary for operation of a Wastewater Treatment Works – As required
- i) Judge laboratory test results and other data to determine treatment plans and operations – As required
- j) Perform maintenance, calibration and operation of equipment – As required
- k) Interpret data under unique circumstances or to reconcile conflicting data from laboratory tests and other sources of information although guidelines and procedures are available - Monthly
- l) A service provider shall provide the direct supervision to their employees, the Department's Interns and/or subcontractors, however the service provider shall coordinate with the Department authorized personnel for the purpose of scheduling work activities and other WWTW Operating related items - Daily
- m) Responsible for repairs and maintenance of the Department's electrical and mechanical components with direct assistance from the Department authorized personnel per operating standards such as contacting equipment representatives for the maintenance of proprietary equipment as it currently applies in the facilities – As required
- n) Responsible for permit renewals, non-compliance notifications, O & M manual updates and other regulatory manual updates – As required
- o) Conduct semi-annual performance evaluations for all parameters accredited – Half yearly
- p) Shall attend all audits and inspections requested by Department of Water and Sanitation – As required
- q) Document each shift by completing the necessary paperwork – Per Shift
- r) The service provider shall be responsible for the proper performance of flow measurement devices – Daily

- s) Irrigation/effluent discharge pump – monitor and records the status of the pump, check the operating current of the pump on the MCC and record, check the motor for any abnormal vibrations and temperatures - Daily
- t) Maintenance of building and structures for the duration of the contract – Continuous
- u) Provide training to the workers on site, DPWI officials and interns and Client Department – As required
- v) Procure the resources required to perform the duties effectively, and update the inventory list – As required

#### *M01\_2 Green Drop Requirements*

- a) Register a treatment works with process controllers as per Draft Regulation 813 of Water and Sanitation – Once per contract
- b) Keep maintenance and repairs logbook with all updated entries - Continuous
- c) Keep operational logbook with daily entries to date - Continuous
- d) Ensure that process monitoring equipment is functional and recorded in logbook - Continuous
- e) Operation and Maintenance Manual available and updated – Once per contract
- f) Drawing or Process Flow Diagram displayed - Continuous
- g) Incident management procedures available and Contact List displayed - Continuous
- h) Electricity meter is working and electricity use by plant is recorded - Daily
- i) Entrance is signposted – Once per contract
- j) State and tidiness of the garden and terrain - Continuous
- k) Keep good state and tidiness of the workers' bathroom, lockers and lunch facility - Daily
- l) Develop a OHS file and need to be signed by Department's Project Manager – Once in a contract
- m) Provide fencing and security to ensure that site is secured and not prone to vandalism – Once in a contract
- n) Install relevant safety signs – Once in a contract
- o) The process is full operated as per M01\_1
- p) Disinfection is taking place - Daily

- q) Ponds must be desludged and schedule must be available – As required
- r) An appropriate method of diversion is present when desludging occur – As required
- s) Pond banks are clear of weed - Continuous
- t) Pond banks are protected from erosion - Continuous
- u) Odours are absent – Continuous
- v) Check that stormwater grid covers are kept clean and free of debris.
- w) Removal of floating scum and floating debris from the surface of ponds
- x) Ensure that overflows between ponds are unobstructed.

### *M02 Scheduled maintenance*

#### *M02\_1 Main sewers*

- a) Check, inspect, repair or replace all manhole covers and frames and builder's work to manholes – Half yearly
- b) Septic tank – the sludge which is retained in the septic tank needs to be removed periodically, level of sludge need to measured and monitored twice a year – Desludge when necessary
- c) Check, inspect and repair manhole benching – Half yearly
- d) Check, inspect, repair or replace all inspection eye, end caps and cleaning eye covers – Half yearly
- e) Check, inspect, report and unblock any blockage that occurs – Monthly
- f) Check, inspect, repair/replace and clean out all equipment traps – Monthly
- g) Survey and resultant repairs and unblocking of all main sewer lines – Beginning of a contract
- h) Check, inspect, repair/replace sewer pipes where necessary to maintain good working condition at all times – As required

#### *M02\_2 General Housekeeping*

- a) Irrigate lawns and gardens – Daily
- b) Cut lawns and trim edges – Fortnightly (grass not be exceed 3 cm in length)
- c) Maintain 500 mm strip free of vegetation either side of perimeter fences – Ongoing
- d) Maintain garden beds weed free – Ongoing

- e) Rake gravel areas and keep weed free – Weekly
- f) Sweep floors inside buildings – Daily
- g) Clean windows – Weekly
- h) Sweep outside walkways – Weekly
- i) Dust down inside walls etc – Weekly
- j) Maintain area litter free – Daily
- k) Paint all walls, window frames and doors – Once per contract
- l) Paint all pipework valves etc – Once per contract
- m) Maintenance of equipment required in terms of OHS Act e.g. fire extinguishers, safety clothing, and first aid box etc – Ongoing.

## **2. 14 SAI South African Defence Force**

14 SAI SANDF consists of wastewater treatment works (a ponds system)

M02\_2\_1 Operation of wastewater treatment works – refer to M01\_1

M02\_2\_2 Green Drop Requirements – refer to M01\_2

M02\_2\_3 Main sewers – refer to M02\_1

M02\_2\_4 General Housekeeping –refer to M02\_2

## **3. Mthatha Department of Correctional Services**

Mthatha DCS consists of wastewater treatment works (a ponds system)

M03\_1 Operation of wastewater treatment works – refer to M01\_1

M03\_2 Green Drop Requirements – refer to M01\_2

M03\_3 Main sewers – refer to M02\_1

M03\_4 General Housekeeping –refer to M02\_2

#### **4. Libode South African Police Services**

Libode SAPS consists of a wastewater treatment works (a pond system) and one (1) borehole.

M04\_1 Operation of wastewater treatment works – refer to M01\_1

M04\_2 Green Drop Requirements – refer to M01\_2

M04\_3 Main sewers – refer to M02\_1

M04\_4 General Housekeeping – refer to M02\_2

*Operation and maintenance of a borehole*

*M04\_3\_1 Borehole maintenance – Responsible to maintain and operate one (1) borehole and related systems.*

- a) Full assessment of borehole and produce reports with the following: Borehole status, grid reference (coordinates), registration information with Department of Water and Sanitation, yield of a borehole, borehole depth, casing depth and casing material, depth of water level, type of pumps/pumping system, name of borehole driller and drilling log, borehole water quality results, formulation of electro-mechanical maintenance records, site image, housing of a borehole e.g fenced, elongated manhole etc and power supply – Beginning of the contract.
- b) Register borehole with Department of Water and Sanitation – Beginning of the contract.
- c) Monitor borehole water quality by following SANS 241 – Half yearly and as and when required.
- d) Develop water safety planning – Beginning of the contract
- e) Ensure Blue Drop requirements (water safety planning, treatment process management, drinking water quality compliance, management accountability, asset management, use efficiency, energy efficiency and loss management) are adhered to – Daily
- f) Check borehole pump for correct operation – Daily
- g) Check all reservoirs levels, meters ( flow and pressure) and record readings – Daily



- h) Check electrical switchgear in panels, wipe dust from panels, measure volts and amps at pumps and record – Daily
- i) Inspect all visible pipework for leaks – Monthly.
- j) SABS standards for groundwater industry SANS 10299:2003 for maintenance and management of groundwater resources must be followed.

#### **5. Flagstaff Department of Correctional Services**

Flagstaff DCS consists of wastewater treatment works (a ponds system)

M05\_1 Operation of wastewater treatment works – refer to M01\_1

M05\_2 Green Drop Requirements – refer to M01\_2

M05\_3 Main sewers – refer to M02\_1

M05\_4 General Housekeeping – refer to M02\_2

#### **6. Flagstaff South African Police Services**

Flagstaff SAPS consists of pump station to the municipal line

*M06\_2 Pumping Equipment*

- a) Check oil level and presence of water in oil - After first 20 running hours, thereafter every 6 months or 500 running hours, whichever comes first
- b) Replace oil - Every twelve months or if no longer transparent
- c) Refresh grease in main bearing - Every 10 000 running hours
- d) Visually inspect and report on the whole system – Monthly
- e) Check, service, repair and clean all pumps – Six monthly
- f) Corrosion protect pumps, motors, and surface piping – Beginning of the contract
- g) Check and lubricates moving parts – Six monthly
- h) Develop an SOP for operation and maintenance of the pump station – Once in a contract.

#### **7. Lusikisiki Department of Correctional Services**

Lusikisiki DCS consists of wastewater treatment works (a ponds system) and a borehole

M07\_1 Operation of wastewater treatment works – refer to M01\_1

M07\_2 Green Drop Requirements – refer to M01\_2

M07\_3 Main sewers – refer to M02\_1

M07\_4 General Housekeeping – refer to M02\_2

*Operation and maintenance of a borehole*

M07\_3\_1 Borehole maintenance – Responsible to maintain and operate one (1) borehole and related systems – refer to M04\_3\_1

#### **8. Qunu Museum Department of Arts and Culture**

Qunu Museum sewage treatment facility is a Lilliput bio-reactor package plant made up of an inlet works, pretreatment tanks, bioreactor and outlet works

M08\_1 Operation of wastewater treatment works

- a) The service provider shall ensure that all the duties in the operation of the works and related systems are fulfilled. The service provider shall interact with the Department's Project Manager, to receive any additional guidance or coordination necessary to ensure these tasks are performed in a manner consistent with the Department needs.
- b) Performs laboratory tests such as chlorine level and pH, analyzes results, takes or recommends necessary action - Daily
- c) Maintains lab records, equipment, orders supplies - Monthly
- d) Cleans and maintains clarifiers. Determines acid adjustments in the process units and adjusts pH as needed - Daily
- e) Inspects, flushes, maintain sewage lines – half yearly or during breakdown
- f) Inspects and maintains outlying pump station to ensure standards of operation - Daily
- g) Performs preventive maintenance on machinery and schedules necessary repair activities with skilled trades – Half yearly

- h) Determines when and how much sludge to waste or to pump and perform classification and utilization – Daily and once per contract ( Sludge classification)
- i) Performs ground maintenance - Monthly
- j) Prepares and files daily, weekly and monthly lab result reports with the Department of Water and Sanitation IRIS.
- k) Add necessary chemicals to maintain quality levels necessary for operation of a Wastewater Treatment Works – As required
- l) Judge laboratory test results and other data to determine treatment plans and operations – As required
- m) Perform maintenance, calibration and operation of equipment – As required
- n) Interpret data under unique circumstances or to reconcile conflicting data from laboratory tests and other sources of information although guidelines and procedures are available - Monthly
- o) A service provider shall provide the direct supervision to their employees, the Department's Interns and/or subcontractors, however the service provider shall coordinate with the Department authorized personnel for the purpose of scheduling work activities and other WWTW Operating related items - Daily
- p) Responsible for repairs and maintenance of the Department's electrical and mechanical components with direct assistance from the Department authorized personnel per operating standards such as contacting equipment representatives for the maintenance of proprietary equipment as it currently applies in the facilities – As required
- q) Responsible for permit renewals, non-compliance notifications, O & M manual updates and other regulatory manual updates – As required
- r) Conduct semi-annual performance evaluations for all parameters accredited – Half yearly
- s) Shall attend all audits and inspections requested by Department of Water and Sanitation – As required

- t) Document each shift by completing the necessary paperwork – Per Shift
- u) The service provider shall be responsible for the proper performance of flow measurement devices - Daily
- v) Maintenance of building and structures for the duration of the contract – Continuous
- w) Provide training to the workers on site, DPWI officials and interns and Client Department – As required
- x) Procure the resources required to perform the duties effectively, and update the inventory list – As required

*M08\_2 Green Drop Requirements*

- a) Register a treatment works with process controllers as per Draft Regulation 813 of Water and Sanitation – Once per contract
- b) Keep maintenance and repairs logbook with all updated entries - Continuous
- c) Keep operational logbook with daily entries to date - Continuous
- d) Ensure that process monitoring equipment is functional and recorded in logbook - Continuous
- e) Operation and Maintenance Manual available and updated – Once per contract
- f) Drawing or Process Flow Diagram displayed - Continuous
- g) Incident management procedures available and Contact List displayed - Continuous
- h) Electricity meter is working and electricity use by plant is recorded - Daily
- i) Entrance is signposted – Once per contract
- j) State and tidiness of the garden and terrain - Continuous
- k) Keep good state and tidiness of the workers' bathroom, lockers and lunch facility - Daily
- l) Develop a OHS file and need to be signed by Department's Project Manager – Once in a contract
- m) Provide fencing and security to ensure that site is secured and not prone to vandalism – Once in a contract
- n) Install relevant safety signs – Once in a contract
- o) The process is full operated as per M08\_1

- p) Disinfection is taking place - daily
- q) Sludge on the beds (proposed sludge beds) is level (raked) and free of weeds – Continuous
- r) Walls of the drying beds are intact and not serious cracks - Continuous
- s) Sand is replaced as dried sludge is removed and a schedule is in place – As required
- t) The draining system, pipes and valves are working - Continuous
- u) A monitoring schedule is in place to record: Total Solids, drying time per bed, thickness of sludge layer added, date of application, climate records (rainfall, temp), malfunctions - Continuous
- v) Dried sludge is stored and disposed safely – As required.

#### **9. Bityi South African Police Services**

M09\_3\_1 Borehole maintenance – Responsible to maintain and operate one (1) borehole and related systems – refer to M04\_3\_1

#### **10. Kwaaiman South African Police Services**

M010\_3\_1 Borehole maintenance – Responsible to maintain and operate one (1) borehole and related systems – refer to M04\_3\_1

**END**

**PA-30.1: PRICING SCHEDULE - FIRM PRICES**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Bid number.....
Closing Time 11:00 on .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....	.....

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

**\*Delete if not applicable**

**THIS FORM IS ALIGNED WITH SBD 3.1**

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal Use

Effective date September 2011

Version: 1.0

**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

Item No	Quantity	Rate	Amount
<b><u>BILL No. 1</u></b>			
<b><u>PRELIMINARIES AND GENERAL</u></b>			
<b><u>NOTES:</u></b>			
(i) The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2004) (First Edition), published by the S.A. Institution Of Civil Engineering.			
(ii) The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.			
(iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.			
(iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.			
(v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").			
(vi) Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.			
<b><i>(vii) Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer only, for which variation and extension of time has been granted.</i></b>			
<b>Carried Forward</b>		R	
Bill No. 1 Preliminaries <b>District 1: OR Tambo District Municipality</b>			

**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

		Brought Forward		R
<b><u>SECTION A</u></b>				
<b><u>FIXED-CHARGE ITEMS</u></b>				
1	A1.0 Contractual Requirements			SUM
<u>Facilities required by the Department</u>				
2	A2.0 Name boards - Supply and erect.	No	1	
<u>Facilities for Contractor</u>				
3	A3.0 Offices and storage sheds			SUM
4	A4.0 Workshops			SUM
5	A5.0 Living accommodation			SUM
6	A6.0 Ablution and latrine facilities.			SUM
7	A7.0 Tools and equipment.			SUM
8	A8.0 Water supplies, electric power and communication			SUM
9	A9.0 Remove contractor's site establishment on completion			SUM
10	A10 Remove nameboards at end of contract			SUM
<u>Office furniture</u>				
11	A 11 1205 x 600 x 1400mm High red oak cabinet with post formed top and 5 x 250mm high drawers with PVC handle (Brown in colour).	No	1	
12	A 12 1100 x 600 x 950mm Prime time sliding double door credenza small cabinet (Colour: Marple).	No	1	
13	A 13 Natural oak CDL top melanin pedestal workstation with main top size 1400 x 700 deep one shot top, L-extension top size 1000 x 600 deep. Pedestal size 450 x 550 x 718 high with 1 pencil drawers and 3 standard drawers.	No	1	
		<b>Carried Forward</b>		R
Bill No. 1 Preliminaries District 1: OR Tambo District Municipality				



**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

Brought Forward			R
14	A14 "PISA" fabric visitors arm chair (colour - black).	No	1
15	A15 Jazzy fabric typist chair with arms ( colour -black).	No	1
16	A14 50cm Diameter circular floor fan heater with 70 watt power, 5 wing blade and built-in handle.	No	1
17	A15 "KENTON" 262 litre reversible double door fridge.	No	1
18	Site Establishment and Condition Assessment.		Item
Carried to Summary			R
Bill No. 1 Preliminaries District 1: OR Tambo District Municipality			

**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 2</u></b>			
	<b><u>OPERATION AND MAINTENANCE OF BOREHOLES, WASTEWATER TREATMENT PLANT AND WATER TREATMENT PLANT:</u></b>			
	<b><u>No. 1 "Mqanduli Department of Correctional Services"</u></b>			
	<b><u>Personnel</u></b>			
1	Management Staff (36) Months	Item		
2	Operational Staff (3 x Class III Process Controller), 1 x Class IV Supervisor. (24) Months	Item		
	<b><u>Operational Costs</u></b>			
3	Process Chemicals	Item		
4	Water Quality Monitoring and Compliance sampling and analysis.		SUM	
5	Travel Costs	Item		
6	Housekeeping and gardening equipment and consumables	Item		
7	Office costs including stationary, communications and operations.	Item		
8	Regulatory performance assessment and audit preparations.	Item		
9	Security provision.	Item		
10	Other consumables.	Item		
	<b>Carried Forward</b>		R	
	Bill No. 2 Operation and Maintenance of Boreholes & Wastewater T District 1: OR Tambo District Municipality			

**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

**Brought Forward**

R

**No. 2. "SAI South African Defence Force"**

- 11 SAI SANDF consists of wastewater treatment works (a ponds system), the pricing is similar to No. 1. Statement qualification: Similar technology and same plant capacity (36 Months).

Item

**No. 3. "Mthatha Department of Correctional Services"**

- 12 Mthatha DCS consists of wastewater treatment works (a ponds system), the pricing is similar to No. 1. Statement qualification: Similar technology and same plant capacity (36 Months).

Item

**No. 4. "Libode South African Police Services"**

- 13 Libode SAPS consists of wastewater treatment works (a ponds system), the pricing is similar to No. 1. Statement qualification: Similar technology and same plant capacity (36 Months).

Item

- 14 Operation and Maintenance of 1 (one borehole) (36 Months).

Item

**Carried Forward**

R

Bill No. 2  
Operation and Maintenance of Boreholes & Wastewater T  
District 1: OR Tambo District Municipality

**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

Brought Forward

R

**No. 5. "Flagstaff Department of Correction Services"**

15 Flagstaff DCS consists of wastewater treatment works (a ponds system), the pricing is similar to No. 1. Statement qualification: Similar technology and same plant capacity (36 Months).

Item

**No. 6. "Flagstaff South African Police Services"**

16 Flagstaff SAPS consists of pump station to the municipal line (36 Months).

Item

**No. 7. "Lusikisiki Department of Correctional Services"**

17 Lusikisiki DCS consists of wastewater treatment works (a ponds system), the pricing is similar to No. 1. Statement qualification: Similar technology and same plant capacity (36 Months).

Item

18 Operation and Maintenance of 1 (one borehole) (36 Months).

Item

**No. 8. "Qunu Museum Department of Arts and Culture"**

19 Qunu Museum sewage treatment facility is a Lilliput bio-reactor package plant made up of an inlet works, pretreatment tanks, bio-reactor and outlet works (36 Months).

Item

Carried Forward

R

Bill No. 2  
Operation and Maintenance of Boreholes & Wastewater T  
District 1: OR Tambo District Municipality

**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

		<b>Brought Forward</b>		<b>R</b>
		<b><u>No. 9. "Bityi South African Police Services"</u></b>		
20	Operation and Maintenance of 1 (one borehole) (36 Months).		Item	
		<b><u>No. 10. "Kwaaiman South African Police Services"</u></b>		
21	Operation and Maintenance of 1 (one borehole) (36 Months).		Item	
		<b>Carried to Summary</b>		<b>R</b>
	<b>Bill No. 2 Operation and Maintenance of Boreholes &amp; Wastewater T District 1: OR Tambo District Municipality</b>			

**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 3</u></b>			
	<b><u>PROVISIONAL SUMS</u></b>			
1	Provide the sum of R100'000.00 for unplanned maintenance items un-identifies on the BoQ.	Item		
2	Allow for general attendance on ditto.	Item		
3	Allow for profit if required.	Item		
	<b>Carried to Summary</b>		R	
	<b>Bill No. 3</b>			
	<b>Provisional Sums</b>			
	<b>District 1: OR Tambo District Municipality</b>			

**OR Tambo District Municipality: Operation and Maintenance of  
water care facilities (Water and Wastewater Treatment Works,  
Pump stations and Boreholes) for a period of 36 months**

**FINAL SUMMARY**

Bill No		Page No	Amount
1	Preliminaries	3	
2	Operation and Maintenance of Boreholes & Wastewater Treatment Plant	7	
3	Provisional Sums	8	
	Sub- Total		R
	Value Added Tax (15%)		R
	Carried to Form of Tender		R
	District 1: OR Tambo District Municipality		



### PG-02.1 (EC) PRICING INSTRUCTIONS – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	<i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months</i>		
Tender no:	OR MTH 15/2021	Reference no:	

## C2.1 Pricing Instructions

### 1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Standard, Project and Particular Specifications) and the Drawings.

### 2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

### 3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Standard, Project and Particular Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

### 4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

### 5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings





as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

**Tender no: OR MTH 15/2021**

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

The Tenderer shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender.

## 6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

## 7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

**Tender no: OR MTH 15/2021**

## **8. UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m <sup>3</sup> .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m <sup>2</sup> .pass	=	square metre – pass



Tender no: *OR MTH 15/2021*

## **C2.1 Bill of Quantities**

**Insert Bill of Quantities**



## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b><i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.</i></b>
<b>Reference no:</b>	

<b>Tender no:</b>	<b><i>OR MTH 15/2021</i></b>	<b>Closing date:</b>	<b><i>19 July 2021</i></b>
<b>Closing time:</b>	<b><i>11h00</i></b>	<b>Validity period:</b>	<b><i>56 calendar days</i></b>

<b>Clause number:</b>	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<p>For this contract the three volume approach 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><b>Volume 1: Tendering procedures</b> T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p><b>Volume 2: Returnable documents</b> T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (if a returnable document) T2.2 - Returnable schedules</p> <p><b>Volume 3: Contract</b> Part C1: Agreement and contract data C1.2 - Contract data (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing instructions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

**Tender no: OR MTH 15/2021**

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

C.1.4	The Employer's agent is:	
	Name:	<b>SS Dlamini</b>
	Capacity:	<b>Departmental Project Manager</b>
	Address:	<b>Department of Public Works and Infrastructure, PRD 2 Building, Sunderland Street, Mthatha 5100</b>
	Tel:	<b>082 610 2985</b>
	Fax:	<b>Insert fax of agent</b>
	E-mail:	<b>sibusiso.dlamini@dpw.gov.za</b>

C.2.1  
C.3.11

**A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:**

The following tenderers who are registered with the CIDB, or are \*capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (\* tenderers 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 tender, acceptable documentary proof thereof):

- contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **CE** or **ME\*\*** class of construction work; and
- contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **CE** or **ME\*\*** 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 sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a **CE** or **ME\*\*** class of construction work

\*\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable

A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - **Applicable**

**B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:**

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

<b>Functionality Criteria</b>	<b>Weighting Factor</b>
<b>Total</b>	<b>100 Points</b>

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)



<b>Minimum functionality score to qualify for further evaluation:</b>	<b>60%</b>
<i>(Total minimum qualifying score for functionality is 50 Percent).</i>	

**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 / importance and will be evaluated individually based on reports presented to the Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive 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 comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on 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 *mutatis mutandis* be declared non-responsive.

**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-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).

**C.1.2 Criterion 2: Contractual commitment**

Adherence to contractual commitments, demonstrated 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 or, if such is not available/applicable, to the contractual construction period in general;
- b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
- c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.

**C.2 Commercial risks:**

The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.

**C.2.7** For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

**C.2.12** If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies 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, his alternative tender offer may also be considered for the purpose of the award of the contract.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards



	<p>and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></span></p>
C.2.13.2	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 Department.
C.2.13.5	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 T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>Department of Public Works and Infrastructure, PRD 2 Building, Sunderland Street, Mthatha 5100</b>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	Omit 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 to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer 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/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	<p>Add the following to sub paragraph a), as follows:</p> <p>The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;</p>
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

Particulars of tenderer's projects: DPW-09 (EC)  
**DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS**

Project title:	<b>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.</b>		
Tender / quotation no:		Closing date:	
Advertising date:		Validity period:	56 Calendar 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 commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal & External Use

Effective date April 2018



**1.2. Completed projects**

Particulars of tenderer's projects: DPW-09 (EC)

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						
Name of Tenderer		Signature		Date		

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal & External Use

## DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE - (GCC (2010) 2nd EDITION: 2010)

Director-General  
Department of Public Works  
Government of the Republic of South Africa

To:  
Private Bag

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2<sup>ND</sup> EDITION 2010

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the "**employer**"), Contract/Tender No: **OR MTH 15/2021**, for the **OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.** (hereinafter referred to as the "**contract**"), for the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ), (hereinafter referred to as the "**contract sum**").  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
  - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
  - (b) the **contractor's** estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

**AS WITNESS**

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
By and on behalf of  
\_\_\_\_\_  
\_\_\_\_\_

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked Annexure A)

DATE: \_\_\_\_\_

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: \_\_\_\_\_  
\_\_\_\_\_



### PG-03.1 (EC) SITE INFORMATION – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	<i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months</i>		
Tender no:	OR MTH 15/2021	Reference no:	

#### C4 Site Information

*Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data and information.*



## DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

<b>Project title:</b>	<i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.</i>		
<b>Tender no:</b>	OR MTH 15/2021	<b>Reference no:</b>	

<b>Name of Electrical Contractor:</b>	
<b>Address:</b>	
<b>Electrical Contractor registration number at the Electrical Contracting Board of S.A.:</b>	

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



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

<b>Project title:</b>	<i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.</i>		
<b>Tender no:</b>	OR MTH 15/2021	<b>Reference no:</b>	

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 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

**FORMULA:**

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

$$A = V \left( \frac{Z}{Y} - 1 \right)$$

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.

Name of Tenderer	Signature	Date



## DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Director-General  
Department of Public Works  
Government of the Republic of South Africa

To:  
Private Bag

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2<sup>nd</sup> EDITION 2010

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the "**employer**"), Contract/Tender No: **OR MTH 15/2021**, for the **OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.** (hereinafter referred to as the "**contract**") for the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ), (hereinafter referred to as the "**contract sum**").  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
  - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
  - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
  - (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2 (c) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_

**AS WITNESS**

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
By and on behalf of  
\_\_\_\_\_

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked Annexure A)

DATE: \_\_\_\_\_

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the *guarantor's domicilium citandi et executandi*, for all purposes arising from this guarantee.





**C. This GUARANTEE must be returned to:** \_\_\_\_\_  
\_\_\_\_\_



### PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	<i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months</i>		
Tender / Bid no:	OR MTH 15/2021	Reference no:	

I, \_\_\_\_\_ (surname and name),  
 identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
 practitioner, with my practice number being \_\_\_\_\_, practising at  
 \_\_\_\_\_ (Physical or postal addresses)  
 declare that I have examined Mr. / Ms. \_\_\_\_\_,  
 identity number \_\_\_\_\_ and have found the said person to be  
 permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." –

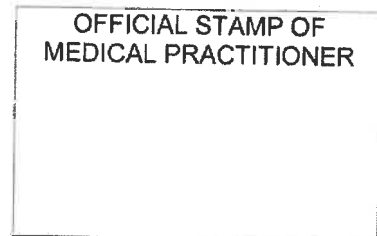
The nature of the disability is as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





**DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS**

<b>Project title:</b>	<i>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months</i>		
<b>Tender no:</b>	<i>OR MTH 15/2021</i>	<b>Reference no:</b>	

We notify you that it is our intention to employ the following Subcontractors for 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.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
1			
2			
3			
4			
5			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
------------------------------	--



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

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

<b>Project title:</b>	<b>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.</b>		
<b>Tender no:</b>	OR MTH 15/2021	<b>Reference no:</b>	

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this 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 this tender offer, amending the tender documents.

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

Name of Tenderer	Signature	Date
------------------	-----------	------

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	<b>OR Tambo District: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months</b>		
Tender / Quote no:	OR MTH 15/2021	Reference no:	
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 Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		

### 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 <u>additional</u> 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 Addenda to tender documents (DPW-21 EC) (if applicable)	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes



Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

(Insert a tick in the "Returnable document" 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
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	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
	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: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
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 – CM1; 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 – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.



e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

**Signed by the Tenderer**

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



**Annex D**

Annexure D

SATS 1286.2011

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No.   
 (D2) OR MTH 15/2021  
 (D3) OR Tambo District: Operation and maintenance of water case facilities (Water and Wastewater Treatment  
 (D4) Designated Products: Office Furniture  
 (D5) Tender Authority: DPW  
 (D6) Tendering Entity name:  
 Tender Exchange Rate:

Note: VAT to be excluded from all calculations

Pol  EU  GBP

**A. Exempted imported content**

Tender item no's (D7)	Description of Imported content (D8)	Local supplier (D9)	Overseas Supplier (D10)	Foreign currency value as per Commercial Invoice (D11)	Tender Exchange Rate (D12)	Calculation of imported content			Total landed cost exd VAT (D16)	All locally incurred landing costs & duties (D15)	Exempted Imported value (D18)
						Local value of Imports (D13)	Freight costs to port of entry (D14)	Freight costs to port of entry (D14)			
(D19) Total Exempted imported value											
This total must correspond with Annex C - C.21											

**B. Imported directly by the Tenderer**

Tender item no's (D20)	Description of imported content (D21)	Unit of measure (D22)	Overseas Supplier (D23)	Foreign currency value as per Commercial Invoice (D24)	Tender Rate of Exchange (D25)	Calculation of imported content			Total landed cost exd VAT (D29)	All locally incurred landing costs & duties (D28)	Total Imported value (D31)
						Local value of Imports (D26)	Freight costs to port of entry (D27)	Freight costs to port of entry (D27)			
(D32) Total Imported value by tenderer											
R O											

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

Description of imported content (D33)	Unit of measure (D34)	Local supplier (D35)	Overseas Supplier (D36)	Foreign currency value as per Commercial Invoice (D37)	Tender Rate of Exchange (D38)	Calculation of imported content			Total landed cost exd VAT (D42)	All locally incurred landing costs & duties (D41)	Total Imported value (D44)
						Local value of Imports (D39)	Freight costs to port of entry (D40)	Freight costs to port of entry (D40)			
(D45) Total Imported value by 3rd party											
R O											

**D. Other foreign currency payments**

Type of payment (D46)	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Calculation of foreign currency payments	
			Foreign currency value paid (D49)	Tender Rate of Exchange (D50)
Signature of tenderer from Annex B				

Signature of tenderer from Annex B

Date:

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

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

This total must correspond with Annex C - C.23

Summary of payments

Local value of payments  
(D51)

This total must correspond with Annex C - C.23

R O

# Annex C

SATS 1286.2011

Annexure C

## Local Content Declaration - Summary Schedule

(C1) Tender No. OR MTH 15/2021

(C2) Tender description: Operation and maintenance of water care facilities (Water and Wastewater Treatment Works, Pump stations and Boreholes) for a period of 36 months.

(C3) Designated product(s) Office furniture

(C4) Tender Authority: NDPWI

(C5) Tendering Entity name: Pula

(C6) Tender Exchange Rate: 100%

(C7) Specified local content %

Note: VAT to be excluded from all calculations

EU  GBP

Tender item no's	List of items	Tender price - each (excl VAT)	Calculation of local content				Local content % (per item)	Tender summary			
			Exempted imported value	Tender value net of exempted imported content	Imported value	Local value		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Office furniture											

Signature of tenderer from Annex B

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender #DIV/0!

Date:



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