



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

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ADVERTISEMENT
RFQ: 24/25 – 0035

**APPOINTMENT OF A CONTRACTOR FOR MAINTENANCE OF DIMBAZA SERVICE OFFICE WITHIN
THE BUFFALO CITY METRO IN THE EASTERN CAPE PROVINCE**

Issued by:

Province of the Eastern Cape
Department of Social Development

Contact Person:

Mr. T. Masangwana
Tel: 079 693 2631 / 073 014 4643 (Specification)

Private Bag X0039
Bisho
5605

Ms N. James / V. Matha / Mr M. Vukubi
Tel: 078 683 7883/064 608 2853/082 779 9347 (Document)

Name of Company/Bidder: _____

CSD/Supplier Number: MAAA _____

Company/Bidder's Tel/Cell: _____

Company Email Address: _____

**QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 13 SEPTEMBER 2024 IN THE TENDER BOX AT: DEPARTMENT OF
SOCIAL DEVELOPMENT OFFICES, SITUATED AT 7 ALBERTINAH SISULU HOUSE, BEATRICE STREET, KING
WILLIAMS TOWN**

Closing Date: 13 SEPTEMBER 2024

Closing Time: 11H00

RFQ-23/24 – 0035

Building a Caring Society. Together

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EASTERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT



APPOINTMENT OF A CONTRACTOR FOR MAINTENANCE OF DIMBAZA SERVICE OFFICE WITHIN THE BUFFALO CITY METRO IN THE EASTERN CAPE PROVINCE

Registered Name of Service Provider	
Trading Name of Service Provider	
Registration No. of Entity	
Service Provider CIDB Grading	
CIDB Registration No.	
CSD Number	MAA.....
BBBEE Level	
Contact Person	
Tel No:	Email Address:
Cell No:	Fax No:

Offer (Vat Inclusive)	
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T1.1: INVITATION TO SUBMIT QUOTATION

T1.2 RFQ DATA

Project title:	RFQ FOR THE APPOINTMENT OF A CONTRACTOR FOR MAINTENANCE OF DIMBAZA SERVICE OFFICE WITHIN THE BUFFALO CITY METRO IN THE EASTERN CAPE PROVINCE		
CIDB Grade	1 GB PE or higher		
Invitation date:		Closing date:	Refer to the invitation
		Validity period	90 working days

The conditions of submission of quotation are the Standard Conditions of Submission of quotation as contained in Annex F of CIDB Standard for Uniformity in Construction Procurement (July 2015). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, 2004 (as amended) issued in terms of section 33.

The Standard Conditions of submission of quotation make several references request for quotation data for details that apply specifically to this request for quotation. The submission of quotation data shall have precedence in the interpretation of any ambiguity or inconsistency between the request for quotation data and the Standard Conditions of Request for quotation.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Request for quotation to which it mainly applies.

Clause number		
F.1.1		The employer is The Eastern Cape Department of Social Development
F.1.2		<p>The Request for quotation documents issued by The Department of Social Development comprise the following sections:</p> <p>THE REQUEST FOR QUOTATION</p> <p>Part T1: Submission of quotation procedures</p> <p>T1.1 - Invitation to submit quotations</p> <p>T1.2 - RFQ data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - List of returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 General Specifications</p>
F.1.3	Interpretation	
F.1.3.3		The Request for quotation documents have been drafted in English. The contract arising from the invitation to submit quotation shall be interpreted and construed in English."
F.1.4	Communication and Employer's Representative	<p>The employer's representative is (Principal Agent):</p> <p>Name: Tozamile Masangwana</p> <p>Address:</p> <p>Albertina Sisulu Building</p> <p>7 Beatrice Street</p> <p>King Williams Town</p> <p>Tel: 043 605 5410/082 814 3433</p> <p>Fax:</p> <p>E-mail: tozamile.masangwana@ecdsc.gov.za</p>

F.1.5	The employer's address for delivery of RFQ offers and identification details to be shown on each RFQ offer package are as per RFQ Invitation to submit quotation T1.1	
F.1.6.2.1	DSD shall announce the names of the companies who make a submission	
F.2.1	Eligibility	<ul style="list-style-type: none"> Only qualified companies with CIDB grading 1 GB PE or higher eligible to submit Request for quotation. Bidders must have previously completed at least three similar projects with a minimum value of R800 000 within the last five years. Submit three copies of awarded letters and completion certificates.
F.2.2	Cost of submission of Request for quotation	No costs will be reimbursed to the Companies by DSD for any interviews or briefing meetings for this Request for quotation.
F.2.3	Check documents	Service Provider to check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright	Bidder to treat confidential all matters arising in connection with the bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.
F.2.5	Reference documents	<ul style="list-style-type: none"> Standard for Uniformity in Construction Procurement (July 2015) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014
F.2.6	Seek clarification	Companies should request clarification of the Request for quotation documents, if necessary, by notifying the Employer's Representative indicated in the Request for submission of quotation Notice and Invitation to submit quotations in writing before the closing time stated in the foregoing notice and clause 2.15.
F.2.7	Insurance	DSD accepts that the submission of a Request to submit quotation shall be construed as an acknowledgment by the Service Provider that she/he will provide her/his own insurance for this contract
F.2.8	Alterations to documents	Do not make any alterations or additions to the Request for quotation documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Service Provider. All signatories to the Request for quotation offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.9	Submitting a Request for quotation Offer	Each Service Provider is required to return the complete set of documents as listed in the Request for quotation Data with all the required information supplied and completed in all respects.
F.2.10.1		Parts of each Request for quotation Offer communicated on paper shall be submitted as an original document and not copied.
F.2.10.2		<p>"Only authorised signatories may sign the original and all copies of the Request for quotation offer require signature on each page of the Request for quotation offer or only where signature is required in terms of 2.13.4. If the Request for quotation offer is not signed Service Provider will be disqualified.</p> <p>In case of a SERVICE PROVIDER submitting a Request for quotation, include a copy of a resolution by its board of directors authorising a director or other official of the Service Provider to sign the documents on behalf of the Service Provider.</p>
F.2.10.3		<p>In the case of a CLOSED CORPORATION submitting a Request for quotation, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a Request for quotation, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Request for quotation.</p> <p>Accept that failure to submit proof of authorisation to sign the Request for quotation shall result in a Request for quotation Offer being regarded as non-responsive, unless the signatories is one of the directors.</p>
F.2.10.4		<p>The Implementing Agents address for delivery of Request for Quotation offers:</p> <p>DSD Offices Albertina Sisulu Building 7 Beatrice Street King Williams Town</p>
F.2.10.5		"No Clause"

F.2.11	Information and Data to be completed in all respects	DSD accepts that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.
F.2.12 F.2.13.1	Closing time	The closing time for submission of Request for Quotation offers is: Refer to the Invitation
F.2.14 F.2.14.1	Request for quotation Offer validity	The Request for quotation Offer validity period is 90 working days. "If the Request for Quotation validity expires on a Saturday, Sunday or public holiday, the Request for Quotation Offer shall remain valid and open for acceptance until the closure of business on the following working day." The validity period may be extended in writing by the Employer.
F.2.15	Inspections, tests and analysis	The Contractor must provide access during working hours to his premises for inspections on request.
F.2.16	Canvassing and obtaining of additional information by Companies	DSD accepts that no Service Provider shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his Request for Quotation, after the opening of the Request for quotations but prior to the Employer arriving at a decision thereon. No Service Provider shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Request for quotations."
F.2.17	Tax	"In an event that tax status could not be verified on CSD, the Service Provider will be asked to submit a pin.
F.3.1	Respond to clarification	"Response to a request for clarification should be received before the Request for Quotation closing time stated in the RFQ data and notify all Service Providers who drew procurement documents"
F.3.2	Opening of Request for Quotation submissions	The name of each Service Provider whose Request for Quotation offer is opened may be announced in public.
F.3.3	Evaluation of Request for quotations	Evaluation of submitted documents will be carried out in 3 stages Stage (1) Compliance of documentation submitted, Stage (2) Company capacity (at least 3 completion certificates of a completed project to be attached) Stage (3) Evaluation as per PPPFA. We will apply the 80/20 Preference Point system where a maximum of eighty (80) points will be awarded for price and twenty (20) points will be awarded for specific goals.
F.3.4	General	<ul style="list-style-type: none"> • The department reserves the right not award the lowest Service Provider. • The successful bidder will have to employ local labour.
F.3.5	Insurance provided by the Employer	The Employer will not take out any insurance.
F.3.6	Acceptance of Request for Quotation Offer	"A Request for quotation Offer will only be accepted on condition that such acceptance is not prohibited in terms of the Public Finance Management Act."
F.3.7	Provide Copies of the Contract	The successful Service Provider will submit a JBCC contract to the employer for signing and thereafter one signed copy of contract shall be provided by the employer to the successful Service Provider. For record purposes the contractors should buy a copy of the contract for use as reference during contract administration.
F.3.8	Pre-qualification Criteria	<ul style="list-style-type: none"> • CIDB grading 1 GB PE or higher • Three copies of awarded letters and completion certificates for previous projects completed within the last five years. • Completion and submission of all compulsory returnable documents in T.2.2

Part T2: Returnable Documents

T.2.2 List of compulsory returnable schedules

1. Returnable schedules:

- T2.2.B: Compulsory Questionnaire (must be fully completed).
- T2.2.C: Resolution for signatory (must be fully completed otherwise the Request for Quotation will not be considered)
- T2.2.F: Completion certificates of completed building projects.
- SBD 4 Declaration of Interest.
- SBD 6.2 Declaration Certificate for Local Production and content for designated sectors
- Annexure C for local content

2. Returnable schedules that will be incorporated into the contract:

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

T.2.2.B COMPULSORY ENTERPRISE QUESTIONNAIRE

T.2.2. B - Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Service Provider registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a Service Provider or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a Service Provider or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes DSD to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Service Provider Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other Service Providing entities submitting Request for quotation offers and have no other relationship with any of the Service Providers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

T.2.2.C: RESOLUTION FOR SIGNATORY

Project title:	APPOINTMENT OF A CONTRACTOR FOR MAINTENANCE OF DIMBAZA SERVICE OFFICE WITHIN THE BUFFALO CITY METRO IN THE EASTERN CAPE PROVINCE
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A: CERTIFICATE OF AUTHORITY FOR SIGNATORY (COMPULSORY FOR COMPLETION UNLESS SIGNATORY IS A DIRECTOR)

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form **on the Service Provider letter head.**

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with this Request for Quotation
and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE SERVICE PROVIDER: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T.2.2.F: ADDITIONAL PARTICULARS CONCERNING SERVICE PROVIDERS

PROJECT TITLE	APPOINTMENT OF A CONTRACTOR FOR MAINTENANCE OF DIMBAZA SERVICE OFFICE WITHIN THE BUFFALO CITY METRO IN THE EASTERN CAPE PROVINCE
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ATTACH Letters of award and Completion certificates of completed similar building projects

Particulars of commitments on which the Service Provider is at present engaged:

A. PRIVATE

	Project	Place	Contract sum
1.
2.
3.
4.
5.

	Contract period	Commencing date	Expected completion date
1.
2.
3.
4.
5.
6.

B. GOVERNMENT (including provincial administrations and autonomous Government bodies)

	Project	Place	Contract sum
1.
2.

3.
4.
5.

Contract period	Commencing date	Expected completion date
1.
2.
3.
4.

Particulars of projects which Service Provider has already –

a) Completed

Project	Place	Contract sum
1.
2.
3.
4.

b) Completed for other departments (including provincial administration and autonomous Government bodies):

Project	Place	Contract sum
1.
2.
3.
4.

CONTACTABLE REFERENCES

Company	Contact Person	Contract Name	Contact Tel No.
1.
2.
3.

.....
Signature

.....
Date

SBD4: BIDDER'S DISCLOSURE

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1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

ECPT 2024-06-14

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

1.7 A tenderer must submit, together with its tender, a copy of CIPC Registration document. In the case of sole proprietorship, copy of the applicable legal registration documentation must be submitted.

1.8 The annexure detailing names of all directors and the percentage share in the enterprise must be completed and submitted together with this claim form.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$			

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage owned
Gender	6		
No Franchise	2		
Disability	4		
Locality (Buffalo City Metropolitan Municipality)	5		
Youth	3		
Total	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

Part C1: Agreement and data

C1.1: FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE	APPOINTMENT OF A CONTRACTOR FOR MAINTENANCE OF DIMBAZA SERVICE OFFICE WITHIN THE BUFFALO CITY METRO IN THE EASTERN CAPE PROVINCE
---------------	---

OFFER

The Implementing Agent, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Maintenance of Dimbaza Service Office within the Buffalo City Metro in the Eastern Cape Province

The Service Provider, identified in the offer signature block, has examined the documents listed in the request for quotation data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of request for quotation.

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

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

Rands (in words)	
Rand in figures	R

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 Service Provider before the end of the period of validity stated in the Request for quotation data, whereupon the Service Provider 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)

Service Provider or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: 	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
---	-----------	--

Trading under the name and style of:

.....

AND WHO IS (if applicable):

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:
Mr/Mrs/Ms:

.....
In his/her capacity as:

.....

Note:

A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must Service Provider this Offer, authorising the Representative to make this offer.

SIGNED FOR THE SERVICE PROVIDER:

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) ☐

SECURITY OFFERED (RETENTION):

- a) the Service Provider accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Service Provider'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 Service Provider's offer shall form an agreement between the Employer and the Service Provider 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 request for quotation data and any addenda thereto as listed in the request for quotation schedules as well as any changes to the terms of the offer agreed by the Service Provider 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 Service Provider shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Service Provider, provided that the Employer notifies the Service Provider of the tracking number within 24 hours of such submission. Unless the Service Provider (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Name of Signatory	Signature	Date	Capacity

Name of Organisation:	Eastern Cape Department of Social Development
Address of Organisation	Albertina Sisulu Building Beatrice Street King Williams Town

WITNESSED BY:

Name of Witness	Signature	Date

C1.2: CONTRACT DATA:

PART 1: DATA PROVIDED BY THE EMPLOYER

1. CONDITIONS OF CONTRACT

The JBCC® Minor Works Agreement: Edition 5.2 May 2018 Agreement published by the Joint Building Contracts Committee, is applicable to this Contract and is obtainable from www.jbcc.co.za

Copies of these Conditions of Contract may be obtained from the following:

<p>Institute of Architects East London 10 Beacon Park, 21 Pell Street Beacon Bay, East London, 5241 Tel: 043-7481156 Email: bkia@sainet.co.za</p>
<p>Institute of Architects Port Elizabeth 21 Alfred Terrace, Central, Port Elizabeth, 6001 Tel: 041-5858037 Email: ecia@africa.com</p>
<p>MBA East Cape 82 Worraker Street, Newton Park, Port Elizabeth Tel: 041-3651835 Email: membership@ecmba.org.za</p>

2. COMPULSORY DATA

Item	Item and data
1	The quantities are re-measurable. Contractors will be paid for the work executed.
2	The documentation required before commencement with Works execution are: Health and Safety Plan Initial programme Insurance (Public Liability) Notification of Construction Work to DoL JBCC Minor Works Agreement
3	The time to submit the documentation required before commencement with Works execution is Ten (10) working days
4	The penalty for failing to complete the works is 0,275% of the contract amount per working day.
5	A Contract Price Adjustment will not be allowed.
6	No advance payment will be made to material not delivered to Site.
7	The defects liability period is 3 month
8	The contractor to effect works insurance for the value of the works

Part 2: Data provided by the Contractor

Clause	Item and data
1.1.1.9	The name of the Contractor is
1.2.1.2	The address of the contractor is: Telephone:..... Facsimile: E-mail: Address (physical): Address (postal):



28/08/24

V. Dlova
Director: Supply Chain Management

Part C2: PRICING DATA

C2.1 Pricing Instructions

1. The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Service Provider is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis.

4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Request for quotation is based.

6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Service Provider shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the rates on request for proposal shall apply should work under these items actually be required.

Should the Service Provider group a number of items together and provide one sum for such group of items, the single provided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The provided rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

8. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Service Provider offers to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

9. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram

25

kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
Sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

C2.2: BILL OF QUANTITIES

The priced Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

Item	Description	UOM	Qty	Rate	Amount
	WORK TO BE DONE				
1	BILL No. 1				
	PRELIMINARIES (CPAP Work Group No. 190 Unless Otherwise Stated) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder".				
	MEANING OF TERMS "TENDER / TENDERER" The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".				
	PRELIMINARIES Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item.				
	PRICING OF PRELIMINARIES Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.	ITEM			
	NOTE: The Standard Preambles and the Notes in the various trade bills are to, and do, apply equally to this section.				
	NOTE: <u>For Preambles see" Specification of materials and methods to be used- PW 371"</u>				
2	BILL No. 2				
	ALTERATION				
	HACK OFF AND REPLASTER (EXTERNALLY):				
	Hack off the plaster on the areas mentioned, wet the bare brickwork, rake out joints and render in 5:1 cement mortar, finished to a smooth and even surface to match existing.	M²	35		

	CEILING etc				
	Neatly remove defected ceiling boards.	M ²	11		
	RAINWATER GOODS				
	Remove defected Alluminium gutters including brackets.	M	12		
	Remove defected Alluminium downpipes including brackets..		9		
	Neatly remove Bargeboard				
3	BILL No. 3				
	PLASTERING WORK (NEW)				
	render in 5:1 cement mortar, finished to a smooth and even surface to match existing.	M ²	35		
	Carried forward				
	Brought forward				
4	BILL No. 4				
	RAINWATER GOODS				
	Supply and Install Alluminium gutters including brackets to match existing.	M	12		
	Supply and Install Alluminium downpipes and brackets to match existing.	M	9		
	Supply and install New Bargeboard to match existing	M	5		
5	BILL No. 5				
	CEILING etc				
	Neatly install ceiling boards including branderings to match existing.	M ²	11		
6	BILL No. 6				
	PAINTWORK				
	Clean down and remove all loose and flaking paint,	M ²	35		
	Prepare previously painted surfaces, stop and apply two coats Plascon Velvagro Enamel (VLO) on or any similar paint				
	External walls	M ²	350		
	Internal walls	M ²	1565		
	Ceilings	M ²	431		
	Roofing : Prepare previously painted surfaces, stop and apply two coats Plascon roof paint on or any similar paint	M ²	420		

7	BILL No. 7				
	PAINT ON METAL WORK				
	Remove All Traces Of Protective Coating From Galvanised Surfaces With Galvanised Iron Cleaner, Prepare And Apply One Coat Galvanised Iron Primer, Apply One Undercoat And Two Coats Plascon Velvagro Enamel (VLO) On or any similar paint				
	Carried forward				
	Brought forward				
	Door frames	M	21		
	Window frames	M	35		
	PAINT ON WOOD WORK				
	Prepare, stop and apply one coat pink wood Primer, one undercoat and two coats Plascon Velvagro Enamel (VLO) On or any similar paint				
	Doors including frames	No	21		
	Cornices not exceeding 300mm girth.	M	500		
	Skirting not exceeding 300mm girth.	M	520		
	Fasciaboards	M	10		
	Bargeboards	M	10		
8	BILL No. 8				
	FLOORS ETC				
	Stripping, Sealing and polishing of vinyl floors.	M ²	150		
	Deep wash, clean, dry and perfume existing carpets.	M ²	270		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				
9	BILL No. 9				
	PROVISIONAL SUMS				
	The following monetary provisions for minor Electrical Works to be assessed, measured and quoted for by Suitable Electrical Contractors				
	Provide the sum of R 20 000,00 (Twenty Thousand Rand) for Electrical installation Supplied and Fixed Complete.	ITEM			20 000,00
	Allow for general attendance on ditto.	ITEM			

Allow for profit if required.	ITEM		
The following monetary provisions for minor mechanical works to be assessed, measured and quoted for by Suitable mechanical Contractors			
Provide the sum of R 30 000,00 (Twenty Thousand Rand) for Mechanical installation Supplied and Fixed Complete.	ITEM		30 000,00
Allow for general attendance on ditto.	ITEM		
Allow for profit if required.	ITEM		
The following monetary provisions for minor plumbing works to be assessed, Measured And Quoted for by Suitable plumbing Contractors			
Provide the sum of R 15 000,00 (Twenty Thousand Rand) for plumbing works installation Supplied and Fixed Complete.	ITEM		15 000,00
Allow for general attendance on ditto.	ITEM		
Allow for profit if required.	ITEM		
The following monetary provisions for minor Fire equipment's to be assessed, measured and Quoted for by Suitable Fire Contractors			
Provide the sum of R 7 000,00 (Twenty Thousand Rand) for Fire equipments installation Supplied and Fixed Complete.	ITEM		7 000,00
Allow for general attendance on ditto.	ITEM		
Allow for profit if required.	ITEM		
Provide the sum of R 20 000,00 (Twenty Thousand Rand) for water tank and pump Supplied and Fixed Complete.	ITEM		20 000,00
Allow for general attendance on ditto.	ITEM		
Allow for profit if required.	ITEM		
Provide the sum of R 20 000,00 (Twenty Thousand Rand) for ironmongery installation Supplied and Fixed Complete.	ITEM		20 000,00
Allow for general attendance on ditto.	ITEM		
Allow for profit if required.			

Provide the sum of R 20 000,00 (Twenty Thousand Rand) for cupboards installation Supplied and Fixed Complete.	ITEM			20 000,00
Allow for general attendance on ditto.	ITEM			
Allow for profit if required.	ITEM			
Provide the sum of R 15 000,00 (Fifteen Thousand Rand) for gate motor and rail installation Supplied and Fixed Complete.	ITEM			15 000,00
Allow for general attendance on ditto.	ITEM			
Allow for profit if required.	ITEM			
TOTAL CARRIED FORWARD TO SUMMARY PAGE				
FINAL SUMMARY				
1 BILL No. 1	ITEM			
2 BILL No. 2	ITEM			
3 BILL No. 3	ITEM			
4 BILL No. 4	ITEM			
5 BILL No. 5	ITEM			
6 BILL No. 6	ITEM			
7 BILL No. 7	ITEM			
8 BILL No. 8	ITEM			
9 BILL No.9	ITEM			
Sub Total before VAT				
Provide the sum of R 20 000,00 (Twenty Thousand Rand) for contingency amount.				20 000,00
ADD VAT @ 15%				
Carried to Tender				

PART C3: SPECIFICATIONS

C3.1: General Specifications

SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

1.1. Employer's Objectives

The office accommodation must comply with Occupational Health and Safety Act (Act No. 85 of 1993)

All workmanship and materials shall comply with PW371, DW10E & W41.

Obsolete or broken items which are replaced remain the property of the State and may not be removed from the site unless instructed to do so. No extras will be entertained for such removal and disposal.

The Office infrastructure maintenance has the following objectives:

- To assist create conducive office environment
- To have habitable and secured office to accommodate the staff and clients

In responding to the investigation and assessment by the Department.

Labour Intensive work shall be undertaken using local workers who are temporarily employed in terms of the project specification.

1.2. Overview of the Works

Construction work will entail the following maintenance works:

1. Painting ceiling, cornices, skirtings, internal and external walls
2. Painting of doors, door frames and window frames,
3. Replacement of Switches and Lights
4. Testing and providing COC
5. Painting: windows, doors, walls (internal and external)
6. Mechanical works
7. Repair and service Plumbing and drainage
8. Floor covering
9. Fire Extinguisher's and hose reels
10. Main gate repairs
11. Carpet cleaning
12. Replastering
13. Repair gutters and downpipes

1.3 Location of the Works

Name	Municipality, Town, Village
Dimbaza Service Office	King William's Town in Town, Dimbaza location

1.4 Temporary Works

The Contractor is responsible for the design, construction/erection, inspection and maintenance of all temporary works.

No major temporary works is expected for the completion of the works. Minor temporary works (scaffold and formwork) will be required.

1.5 Local Labour

The contractor to make use of local labour but they can bring their own skilled personnel. The contractor will be required to submit EPWP labour forms each end of month.

2 CONSTRUCTION

2.1 Applicable Standardised Specifications

The Standardised Specifications listed below are applicable to the contract. It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in the list below. Where such specifications are not included, they shall however be deemed to be included in the contract documents.

Specification of Materials and Methods to be used (PW371).
<http://www.publicworks.gov.za/consultantsdocs.html>

2.2 Material Compliance with SABS/SANS Requirements

Where materials to be used in the works are required to comply with a SABS/SANS specification, they will be accepted as complying with the SABS/SANS specification if one of the following is satisfied.


- The display of a SABS/SANS mark on the product with a copy of the SABS/SANS certificate that allows the manufacturer to use the mark, or
- All the criteria in the relevant SABS/SANS specification is measured and confirmed on site or in an approved laboratory.

The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications.

3 ADDITIONAL REQUIREMENTS AND CONSTRAINTS

3.1 Health and Safety Requirements

The contractor will be required to submit a Health and Safety Plan within 14 days of appointment.



G Marshall
Director Movable Asset Management
14 August 2024

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.

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		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.isp. 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.

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: _____

Local Content Declaration - Summary Schedule

Tender No.
Tender description:
Designated product(s)
Tender Authority:
Tendering Entity name:
Tender Exchange Rate:
Specified local content

GBP

Note: VAT to be excluded from all calculations

[illegible]

Signature of tenderer from Annex B

Date:

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

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

EU	R 9.00	GBP	R 12.00
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Calculation of imported content

(D19) Total exempt imported value

Calculation of imported content

(D32) Total imported value by tenderer

Calculation of imported content

(D45) Total imported value by 3rd party

Calculation of foreign currency payments

Summary of payments

051

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

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

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CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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