

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH**



**KWAZULU-NATAL PROVINCE**  
**HEALTH**  
REPUBLIC OF SOUTH AFRICA

**BILLS OF QUANTITIES**

with GCC for Construction Works - Second Edition 2010

**RETURNABLE DOCUMENT**  
**ONE VOLUME APPROACH**

**Tongaat CHC - Installation of 20kl Elevated Water Tank**

**Project Leader**

KZN Department of Health - Infrastructure Development  
Private Bag X 9051  
Pietermaritzburg  
Pietermaritzburg  
3200  
033 940 2511 - Tel Number  
Musawenkosi.Mkhize2@kznhealth.gov.za

**Employer:**

Head: Department of Health  
KZN Department of Health  
Private Bag X 9051  
Pietermaritzburg  
3200  
Tel Number: 033 - 940 2400

Tender Number: ZNB5032/2022-H  
CIDB Grading: 3CE

Document Date:  
Contract Period: 6 Calendar Months

Contracting Party: \_\_\_\_\_  
CIDB Registration number: \_\_\_\_\_  
Central Suppliers Database Registration Number: \_\_\_\_\_

## Tongaat CHC - Installation of 20kl Elevated Water Tank



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

### THE TENDER

#### 1. PART T1: TENDER PROCEDURES

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- T1.2 Tender Data
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- T2.19 Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)
- T2.20 Proof of Good Standing with the Compensation Commissioner (Attach
- T2.21 Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)
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## **THE CONTRACT**

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### **5. PART C3: SCOPE OF WORKS**

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C3.2	Specification for HIV/AIDS awareness
C3.3	HIV/STI Compliance report

### **6. PART C4: SITE INFORMATION**

C4.1	Site Information
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## 8. ANNEXURES

Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	General Electrical Specifications
Annexure 3	Lightning Protection Specifications
Annexure 4	Map of Tender submission location
Annexure 5	Joint Venture Agreement
Annexure 6	Health and Safety Specification
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Annexure 9	Geotechnical Investigation Report (If applicable)
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### IMPORTANT NOTICE TO TENDERERS

Any reference to words Tender or Tenderder herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer. These forms are for internal and external use for the KZN Department of Health, Provincial Administration of KwaZulu-Natal.

"Quality" shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

No alternativeTenders will be accepted.

The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part only of the Form of Offer and Acceptance - T2.21

"Enterprise" shall mean the legal Tenderding Entity or Tenderder who, on acceptance of the Offer, would become the contractor"

All amendments Issued for this tender must be downloaded from the website stated in the tender advertisement.

Tenderers are to ensure that all returnable documents as stated in T2.1, items 1 to 5, are submitted to avoid disqualification. Furthermore, tenderers are to ensure that all documents stated in T2.1, item 6, are submitted in order to be evaluated for functionality as per the requirements of T2.36.



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## Tongaat CHC - Installation of 20kl Elevated Water Tank

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### The Tender



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**Tongaat CHC - Installation of 20kl Elevated Water Tank**

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**PART T1. - TENDER PROCEDURES**



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## **Tongaat CHC - Installation of 20kl Elevated Water Tank**

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### **T1.1 - TENDER NOTICE AND INVITATION TO TENDER**

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**  
**THE KZN DEPARTMENT OF HEALTH INVITES TENDERS FOR THE PROVISION OF:**

<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>		
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>	<b>Project Code:</b>	<b>N/A</b>
<b>Advertisement date:</b>	<b>14 October 2022</b>	<b>Closing date:</b>	<b>14-Nov-22</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84</b>

It is estimated that tenderers must have a CIDB contractor grading designation of 3CE or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<input checked="" type="checkbox"/>	All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status will be considered as the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.
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**Only Tenderer's who are responsive to the following responsiveness criteria are eligible to submit Tenders:**

<input checked="" type="checkbox"/>	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in 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 :
<input checked="" type="checkbox"/>	Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>1 every member of the joint venture is registered with the CIDB;</li> <li>2 the lead partner has a contractor grading designation in the 3CE or higher, class of construction work; or</li> <li>3 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 for a :             <p style="margin-left: 20px;"><b>3CE</b> or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</p> </li> </ol>
<input checked="" type="checkbox"/>	Tender document must be properly received on or before the tender closing date and time specified on the Invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<input checked="" type="checkbox"/>	Tax Compliance Status (TCS) PIN number and Tenderer's or entity tax reference number.
<input checked="" type="checkbox"/>	Contractor's Safety, Health and Environmental Declaration.
<input checked="" type="checkbox"/>	Complete priced Bill of Quantities to be submitted.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderer may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
	Proof of UIF Registration - Not Applicable (T2.24)
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire (T2.18)
<input checked="" type="checkbox"/>	<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>
<input checked="" type="checkbox"/>	Invitation to Tender - SBD 1

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

Name of Tenderer: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ CODE \_\_\_\_\_ NUMBER \_\_\_\_\_  
 Cellphone Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 VAT Registration Number: \_\_\_\_\_



TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING (T2.19)

YES  or NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof]

YES  or NO

**THE TENDER SHALL BE EVALUATED IN FIVE (5) STAGES. THE STAGES ARE AS FOLLOWS:**

STAGE 1 - Test for responsiveness: All mandatory returnables have been submitted and are compliant; The tender documentation has been fully completed and signed

STAGE 2 - Evaluation of local content requirements

STAGE 3 - Evaluation of mandatory technical criteria: As stated in T2.29 (if applicable). Tenderers are required to comply with ALL stated mandatory technical criteria. Failure to comply with any stated mandatory technical requirements will result in the tender being declared non-responsive

STAGE 4 - Evaluation of functionality criteria: As stated in T2.36 (if applicable). Tenderers are required to submit the stated documents and achieve the minimum stated score to proceed to the next Stage of evaluation

STAGE 5 - Evaluation of price and preference points

This tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2017:

80/20 Preference point scoring system  90/10 Preference point scoring system

NOTE		Refer to T2.36 - Functionality Criteria	
Functionality requirement:	60	Points	
Price:	80	points	
Preference point scoring system will be based on the following points:			
<b>Preference points system:</b>			
Preferences are offered to Tenderer's who have attained the following B-BBEE status level of contributor in accordance with the table below:			
1.	B-BBEE Status Level of Contributor	Number of Points	
(a)	Level 1	20	Points
(b)	Level 2	18	Points
(c)	Level 3	14	Points
(d)	Level 4	12	Points
(e)	Level 5	8	Points
(f)	Level 6	6	Points
(g)	Level 7	4	Points
(h)	Level 8	2	Points
(i)	Non-compliant contributor	0	Points
2.	Other specific goals (according to the PPPFA):		
(a)	[insert specific goal]	0	Points
(b)	[insert specific goal]	0	Points
(c)	[insert specific goal]	0	Points
(d)	0	0	Points
<b>Total must equal 10 or 20 points</b>		20	Points

<b>2. Other specific goals (according to the PPPFA):</b>			
(a)	Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b)	0	0	Points
(c)	0	0	Points
(d)	0	0	Points
<b>Total must equal 20 points</b>		<b>20</b>	<b>Points</b>

**Notes:**

- 1 The successful bidder will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of 80/20 preference points scoring system, as reflected in clause F3.11 of the Bid Data, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The bid box is generally open during official working hours.
- 5 All Bids must be submitted on the official forms – (Not to be re-typed)
- 6 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 (A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.

Open only the financial proposals of tenderers who, in the quality evaluation score, have more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to

**COLLECTION OF TENDER DOCUMENTS:**

Tender documents may be collected during working hours at the following address :

**Department of Health Central Supply Chain 310 Jabu Ndlovu Street Pietermaritzburg, 3200**

A non-refundable tender amount of R 330 is payable cash as per the tender advertisement , on collection of the bid documents.

**SITE INSPECTION MEETING**

A Compulsory pre bid Site Inspection Meeting will take place as follows:

**Tongaat CHC, Boardroom**

on: **04 November 2022**

**Time: 11 AM**

**QUERIES REGARDING THE TENDERING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DOH Project Manager:	Musawenkosi Mkhize	Telephone no:	(033) 940 2603
Cell no:	065 951 0286		
E-mail:	Musawenkosi.Mkhize2@kznhealth.gov.za		

**DEPOSIT / RETURN OF TENDER DOCUMENTS:**

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

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

All tenders must be submitted on the official forms – (not to be re-typed)

**TENDER DOCUMENTS MAY BE:**

<b>DEPOSITED IN THE TENDER BOX AT:</b>
Tender Advisory Services
Supply Chain Management, Head Office
310 Jabu Ndlovu Street
Pietermaritzburg
3200



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## Tongaat CHC - Installation of 20kl Elevated Water Tank

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### T1.2 - TENDER DATA

<b>T1.2 TENDER DATA</b>			
<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Project Code:</b>	N/A		
<b>Tender no:</b>		<b>Closing date:</b>	
<b>Closing time:</b>	11:00	<b>Validity period:</b>	84 Days
<b>Clause number:</b>			
	<p>The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity In Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended from time to time (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>). Refer to Conditions of Tender as contained within this document.</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>		
C.1.1	<p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity In Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents Identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p><b>TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in T2.1 - <i>Returnable Schedule</i>)</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of works</b></p> <p>C3.1 - Scope of Works</p> <p>C3.2 - Specification for HIV/AIDS awareness</p> <p>C3.3 - HIV/STI Compliance report</p> <p>C3.4 - Project Specific Construction Safety, Health and Environmental Specification</p> <p>C3.5 - Supplementary Preambles</p>		

	<b>Part C4: Site information</b>
	C4.1 - Site Information
	C4.2 - Builders Lien Agreement
	<b>Part 5: List of Drawings/Annexure's</b>
	C5.1 - List of Drawings
	C5.2 - Standard Preambles for all Trades (Rev 3) - DOH 2009
	C5.3 - General Electrical Specifications
	C5.4 - Lightning Protection Specifications
	C5.5 - Map of Tender submission location
	C5.6 - Joint Venture Agreement
	C5.7 - Health and Safety Specification
	C5.8 - Health and Safety Bill of Quantities
	C5.9 - Builders Lien Agreement
	C5.10 - Geotechnical Investigation Report (If applicable)
	C5.11 - EPWP Employment Contract
	C5.12 - Attendance Register - Infrastructure and Other projects
	C5.13 - EPWP Data Collection tool for Phase 3 system
C.1.4	The Employer's agent (Engineer/Principal Agent) is: Name: <b>KZN Department of Health - Infrastructure Development</b> Capacity: <b>Project Leader</b> Address: <b>Private Bag X 9051 , Pietermaritzburg , Pietermaritzburg , 3200</b> Tel: <b>033 940 2511</b> E-mail: <b>Musawenkosi.Mkhize2@kznhealth.gov.za</b> Responsible person: <b>Sanele Thembela</b>
C.1.6	<b>PP2-Competitive Selection Procedure</b>   <b>Design by Employer</b> <b>PP2B-Open Procedure</b> <b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>
C.2.1	For eligibility refer to T1.1 Tender Notice and Invitation to Tender  This project is an EPWP project and the tenderer is advised to price accordingly.  Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in 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 : 3CE or higher class of construction work, are eligible to have their tenders evaluated.  Joint ventures are eligible to submit tenders provided that: 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 3CE or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status 3 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 for a : 3CE or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
	<b>See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.</b>

C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Tender Notice and Invitation to Tender.
C.2.12	Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <p>If a tenderer wishes to submit an own 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.</p> <p>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.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</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>
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
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 T1.1 Tender Notice and Invitation to Tender.
C.2.15	The closing time for submission of tender offers is as per T1.1 Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is as per T1.1 Tender Notice and Invitation to Tender.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers do not have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>KZN Department of Health, 310 Jabu Ndlovu Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid</b>
C.3.8	The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the Tender documents.
	A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employer's or the Tenderers risks and responsibilities under the contract, or c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.
	Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.13	<p><b>Tender offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>(a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD</li> <li>(b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation as is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active"</li> <li>(c) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the Tender process.</li> <li>(d) 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; and</li> <li>(e) the Tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and received a written warning/notice or has been terminated on any contract, in the past 5 years with the KZN Department of Health</li> </ul> </li> <li>(f) the Tenderer is registered with: <ul style="list-style-type: none"> <li>i) the Workmen's Compensation Fund</li> </ul> </li> <li>(g) the Tenderer submitted Authority to Sign the tender.</li> <li>(h) the Tenderer submitted Financial Standing &amp; other resources of Business Declaration.</li> <li>(i) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance.</li> <li>(j) the Tenderer submitted Preference Certificate, if applicable.</li> <li>(k) the Tenderer submitted the fully completed Bill of Quantities including Final Summary at tender closing.</li> <li>(l) the Tenderer submitted a completed Bidder's Disclosure (SBD4).</li> <li>(m) the Tenderer submitted Site Inspection Certificate from the Compulsory Briefing Meeting.</li> <li>(n) the Tenderer submitted deliverables required to assess any stated mandatory criteria.</li> <li>(o) the Tenderer has incorporated all issued addenda (if applicable) into their submitted tender document and/or has complied with any instructions given through issued addenda.</li> </ul> <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.</p>
C.3.15	<p>Tenderers are informed that any formal dispute shall be resolved by being referred to Arbitration only.</p>





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REPUBLIC OF SOUTH AFRICA

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**Tongaat CHC - Installation of 20kl Elevated Water Tank**

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**T1.3 - Annexure C - Standard Conditions of Tender**

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## T1.3 Annexure C Standard Conditions of Tender

Note: Where this document refers to Bid or Bidder it shall be read as tender or tenderer

### C.1 General

#### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1)

A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2)

Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### C.1.2 Tender Documents

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

#### Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

**C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

**C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

**C.1.6.2.1** Where the tender data requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1**

**Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2**

**Option 2**

**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**C.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

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

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **tender data**.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **tender data**.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **contract data**. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.

**C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the **contract data** may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**C.2.12.2** Accept that an alternative tender offer must be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

**C.2.13.1** Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.

**C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

**C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

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

**C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

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

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

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

*Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers request, the employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests and analysis**

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

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

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

**C.3 The employer's undertakings**

**C.3.1 Respond to request from the tenderer**

**C.3.1.1** Unless otherwise stated in the tender data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the tender data and notify all tenderers who collected tender documents.

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

**C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

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

**C.3.7 Grounds for rejection and disqualification**

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

**C.3.8 Test for responsiveness**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

**C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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



### C.3.9 Arithmetical errors, omissions and discrepancies

**C.3.9.1** Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices

**C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

**C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete Adjudicator's Contract**

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

**C.3.16 Registration of the Award**

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



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**Tongaat CHC - Installation of 20kl Elevated Water Tank**

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**PART T2 - RETURNABLE DOCUMENTS**

## T2.1 LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>		
<b>Project Manager:</b>	<b>Musawenkosi Mkhize</b>	<b>Tender No:</b>	<b>ZNB5032/2022-H</b>

### STAGE 1 VERIFICATION: MINIMUM MANDATORY / COMPULSORY REQUIREMENTS FOR TENDER EVALUATION PURPOSES

*(Tenderer to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the tender)*

Tender document name	Returnable document	
Invitation to Tender - SBD 1 (T2.37)	Yes	
Bidder's Disclosure - SBD 4 (T2.11)	Yes	
Authority to Sign Tender (T2.2)	Yes	
Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	Yes	
Special Resolution of Consortia or Joint Venture's (if applicable) (T2.4)	Yes	
Joint Venture Involvement Declaration (If applicable) (T2.5)	Yes	
Financial Standing and other resources of Business Declaration (T2.8)	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	Yes	
Record of Addenda to Tender Documents (T2.12)	Yes	
Schedule of Imported Materials and Equipment (T2.14)	Yes	
Annual Financial Statement (Statement not to be older than 2 years from the closing date of the tender. Statements older than 2 years will not be accepted and will be regarded as non-responsive) (T2.15a)	Yes	
Contractor's Safety, Health and Environmental Declaration. (T2.17)	Yes	
Compulsory Enterprise Questionnaire (T2.18)	Yes	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	Yes	
Proof of Good Standing with the Compensation Commissioner (Attach) (T2.20)	Yes	
Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	Yes	
Proof of UIF Registration - Not Applicable (T2.24)	No	N/A
The National Industrial Participation Programme (T2.25)	Yes	
Mandatory Technical Requirements (T2.29) - Not Applicable	No	N/A
Complete Priced Bill of Quantities	Yes	

### STAGE 2 VERIFICATION: COMPLIANCE WITH LOCAL PRODUCTION AND CONTENT REQUIRED BY PREFERENTIAL PROCUREMENT REGULATION, 2017 PAR 8(2).

*(Tenderer to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the tender)*

Tender document name	Returnable document	
Declaration Certificate for local production and content for designated sectors - SBD 6.2 (T2.35)	Yes	
Local Content Declaration - Summary Schedule - Annexure C as per each commodity classification and thresholds	Yes	
Imported Content Declaration - Annexure D	Yes	
Local Content Declaration - Annexure E	Yes	

>Declaration SBD 6.2 and Annexure C must be submitted with the tender by the closing date and time as determined by the KZN Department of Health. The KZN Department of Health request that Declarations D and E also be submitted. If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract. Should a tenderer fail to submit declaration form SBD6.2 and Annexure C as per the list of commodities and thresholds, the tender will be declared as non-responsive and will be disqualified.

>For exemption requests on designated products and where the minimum threshold for local content cannot be met for various reasons, tenderers must apply for exemption per tender. After consulting with the industry, the DTI will decide whether to grant an exemption or not.

**Note:**

*(Tenderer to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)*

STAGE 3: DOCUMENTS REQUIRED FOR EVALUATION OF MANDATORY TECHNICAL CRITERIA (IF APPLICABLE) - T2.29

Tender document requirement	Returnable	
T2.29 Mandatory Technical Criteria (Not Applicable)	No	

>The documents, as stated in the above table if applicable, must be submitted with the tender by the closing date and time as determined by the KZN Department of Health. Should these documents not be submitted by the tenderer as required, then the tender will be declared as non-responsive and will be disqualified. Should the tenderer submit the required documentation but the evaluation committee requires further clarity/information to conduct their assessment, then the tenderer may be contacted to provide this additional information failing which the tenderer shall be eliminated from the evaluation process.

**Note:**

STAGE 4 DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY - T2.36

*(Tenderer to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)*

Tender document requirement	Returnable	
The tenderer is to provide bank statement not older than 3 months or credit reference letter from building material suppliers not older than 3 months	Yes	
Tenderer to demonstrate their competency and experience by submitting proof of completed installation of steel elevated water tanks at an award value equal to grade 2 CE and above projects (scope and value) in the past 5 years. Submission to include award letters and practical completion letters	Yes	
Tenderer to submit a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae that demonstrates extensive experience	Yes	
Submission of a detailed works programme indicating milestones such as project start date, critical path, practical completion, snags, works completion.	Yes	

**T2.2 AUTHORITY TO SIGN TENDER**

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 (town): \_\_\_\_\_ on (date): \_\_\_\_\_

RESOLVED that:

1. The Enterprise submits a Tender to the KZN Department of Health in respect of the following project:

**Tongaat CHC - Installation of 20kl Elevated Water Tank**

Tender Number:

2.

\*Mr./Mrs./Ms:

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

and who will sign as follows: \_\_\_\_\_ (Authorised Signatory)

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. \* Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Tendering Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the tendering Enterprise being a Close Corporation, a copy of the Founding Statement of such corporation must be attached to this tender.

**ENTERPRISE STAMP (If Any)**

**T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER**

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 (town): \_\_\_\_\_ on (date): \_\_\_\_\_

RESOLVED that:

1. The Enterprise submits a 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 KZN Department of Health in respect of the following project:

**Tongaat CHC - Installation of 20kl Elevated Water Tank**

Tender Number: \_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

Email Address : \_\_\_\_\_

**\*BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

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

**Note:**

1. \* Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. 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 (If Any)**

**Deemed to satisfy joint venture arrangements**

- Grading 2 + Grading 2 + Grading 2
- Grading 3 + Grading 3 + Grading 3
- Grading 4 + Grading 4
- Grading 4 + Grading 3 + Grading 3
- Grading 5 + Grading 5
- Grading 5 + Grading 4 + Grading 4
- Grading 6 + Grading 6
- Grading 6 + Grading 5 + Grading 5
- Grading 7 + Grading 7 + Grading 7
- Grading 8 + Grading 8 + Grading 8

**Designation**

- = 3
- = 4
- = 5
- = 5
- = 6
- = 6
- = 7
- = 7
- = 8
- = 8
- = 9

Tenderers who envisage entering into a Joint Venture shall complete a submit a Joint Venture Agreement (see copy of CIDB's agreement elsewhere in this document) with this Tender.



**T2.4 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 tender for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

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

held at: \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

**RESOLVED that:**

A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the KZN Department of Health in respect of the following project:

**Tongaat CHC - Installation of 20kl Elevated Water Tank**

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Tender Number: ZNB5032/2022-H  
Project Code: N/A

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 Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender 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 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

Email Address : \_\_\_\_\_

**\*BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

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

**Note:**

1. \* Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Tender.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

## T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Tender no:</b>	ZNB5032/2022-H	<b>Project Code:</b>	N/A

**DECLARATION RELATING TO A TENDER SUBMITTED BY A JOINT VENTURE :**

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

<b>Party No. 1</b>			
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>			
<b>TENDERERS CIDB REGISTRATION NUMBER:</b>			
Name			
Address			
Percentage involvement	%		

<b>Party No. 2</b>			
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>			
<b>TENDERERS CIDB REGISTRATION NUMBER:</b>			
Name			
Address			
Percentage involvement	%		

<b>Party No. 3</b>			
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>			
<b>TENDERERS CIDB REGISTRATION NUMBER:</b>			
Name			
Address			
Percentage involvement	%		

---

---

**Signed - Party No. 1**

I/We (Full Name) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (Enterprise name): \_\_\_\_\_

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such Tender submitted by the Joint Venture be accepted.

---

---

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

---

---

**Signed - Party No. 3**

I/We (Full Name) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (Enterprise name): \_\_\_\_\_

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

<b>T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION</b>			
<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Tender no:</b>	ZNB5032/2022-H	<b>Project Code:</b>	N/A

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.
- This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.
- (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit if/when requested by the DoH the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Resources available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoH the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)

I, the undersigned,

\_\_\_\_\_ (name of person authorized to sign on behalf of the Tenderer)

understand that it is the responsibility of the Tenderer to prove and provide if/when requested by the DoH, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide if/when requested by DoH, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Tender.

I accept and understand that the KZN Department of Health, as representative of the Provincial Administration of KwaZulu-Natal in this tender, may act against me and the Tenderer, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 20.....

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Name of Enterprise

\_\_\_\_\_  
Capacity of Signatory

\_\_\_\_\_  
Signature of authorised representative

<b>T2.9 PREFERENCE CERTIFICATE</b>			
<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>		
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>	<b>Project Code:</b>	<b>N/A</b>

This preference form must form part of all tenders 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.

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2 For this project the 80% preference point system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

- (a) Price points and  
(b) Functionality points

80
60
140

(c) B-BBEE Status Level of Contribution

1.3.1	<b>PRICE</b>	80
1.3.2	<b>SPECIFIC CONTRACT PARTICIPATION GOALS</b>	
1.3.3	<b>1.3.3.1 Broad-Based Black Economic Empowerment (B-BBEE)</b>	
	(i) Level 1	20
	(ii) Level 2	18
	(iii) Level 3	14
	(iv) Level 4	12
	(v) Level 5	8
	(vi) Level 6	6
	(vii) Level 7	4
	(viii) Level 8	2
	(ix) Non-compliant contributor	0

Total points for Price and B-BBEE Status Level of Contribution **must not exceed 100**

- 1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Construction Sector Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The tenderer shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBBEE Code of good practice as an organisation that is VAT registered and whose net profit before tax summed with its total labour cost exceeds 25% of the value of its total revenue.
- 1.6 The Department 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 Department.

## 2 GENERAL DEFINITIONS

- 2.1 "All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 "B-BBEE" means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "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;
- 2.4 "proof of B-BBEE status level of contributor" means-
- a) the B-BBEE status level certificate issued by an authorised body or person;
  - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2.5 "black designated groups" has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 "black people" has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.7 "Tender" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services, through price quotations, advertised competitive Tendering process or proposals.
- 2.8 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- 2.9 "co-operative" means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005)
- 2.10 "designated group" means
- a) black designated groups;
  - b) black people;
  - c) women;
  - d) people with disabilities; or
  - e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No 102 of 1996)
- 2.11 "designated sector" means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).
- 2.12 "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.13 "functionality" means the ability of a tenderer to provide goods or services in accordance with specific set out in the tender documents.
- 2.14 "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.15 "military veteran" has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).



- 2.16 "Contract" means the agreement that results from the acceptance of a Tender by an organ of state.
- 2.17 "National Treasury" has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.18 "EME" means any enterprise with an annual total revenue of R10 million or less;
- 2.19 "QSE" means any enterprise with an annual total revenue between R10 million and R50 million;
- 2.20 "people with disabilities" has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).
- 2.21 "Firm Price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from 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;
- 2.22 "price" includes all applicable taxes less all unconditional discounts.
- 2.23 "Quality" shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.
- 2.24 "Non-firm prices" means all prices other than "firm" prices;
- 2.25 "Person" includes reference to a juristic person.
- 2.26 "Rand value" means the total estimated value of a contract in Rand denomination that is calculated at the time of Tender invitations and includes all applicable taxes and excise duties.
- 2.27 "stipulated minimum threshold" means the minimum threshold stipulated in terms of regulation 8(1)(b).
- 2.28 "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;
- 2.29 "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;
- 2.30 "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
- 2.31 "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.
- 2.32 "rural area" means-
- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
  - b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.
- 2.33 "township" means an urban living area that anytime from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.
- 2.34 "treasury" has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.35 "youth" has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No 54 of 2008)

### 3 ADJUDICATING USING A POINT SYSTEM

- 3.1 The tenderer 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 tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 Should two or more tenders 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

90/10

or

Where:

$P_s$  = Points scored for cooperative price of Tender under consideration

$P_t$  = Comparative price of Tender under consideration

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

#### 5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.

- 5.3 Tenderers who qualify as QSEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.4 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.
- 5.5 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 Tender.
- 5.6 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.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 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 TENDER DECLARATION

- 6.1 Tenderers 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 1.3.3.1 AND 5.1 ABOVE

- 7.1 B-BBEE Status Level of Contribution:  =   
[ B-BBEE Status level of Contribution]  [Max of points 10 or 20]

(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

## 8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? Yes  No

8.1. If yes, indicate:

1

(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? Yes  No

## 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: (insert a X in the applicable box)

Partnership/ Joint Venture/ Consortium	One person business/Sole Proprietor	Close Corporation	Company	(Pty) Ltd
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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9.6 COMPANY CLASSIFICATION

Manufacturer	Contractor and/or Supplier	Professional service provider	Other service providers,
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the
- (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 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) restrict the Tenderder 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. \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

SIGNATURE(S) OF TenderDER(S)

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	Tongaat CHC - Installation of 20kl Elevated Water Tank		
Bid no:	ZNB5032/2022-H	Project Code:	N/A
Site Inspection Date:		04 November 2022	

This is to certify that I, \_\_\_\_\_ (Name of authorised Representative)  
representing \_\_\_\_\_ (Name of Enterprise)  
visited the site on: \_\_\_\_\_ (Date)

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and **not** a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

Name of Bidder	Signature	Date

Mr. Musawenkosi Mkhize		04-Nov-22
Name of DoH Representative	Signature	Date

**This form is only to be completed when applicable to the tender and if a Compulsory Site meeting has been called.**



Departmental Stamp:

**T2.11 BIDDER'S DISCLOSURE - SBD 4**

<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>		
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>	<b>Project Code:</b>	<b>N/A</b>

**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 controlling interest<sup>1</sup> 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 institution	State

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:

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<sup>1</sup>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.

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:

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**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:

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 consortium<sup>2</sup> 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.

3.4 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.

<sup>2</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.

3.5 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.

3.6 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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Position

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Name of Bidder

**T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Tender no:</b>	ZNB5032/2022-H	<b>Project Code:</b>	N/A

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

	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

If it is found that the Tenderer has failed to incorporate any addendum into their tender document, the tender will be deemed non-responsive

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			



## T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Tender no:</b>	ZNB5032/2022-H	<b>Project Code:</b>	N/A

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

Item	Material / Equipment	Quotation (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 Health 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. (See P&G E16)

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 14 days prior to closing date of tender submission

Z = exchange rate on the date of the Bill of Lading\* of exporters invoice.

*\* A bill of lading (sometimes abbreviated as B/L or BoL) is a document issued by a carrier which details a shipment of merchandise and gives title of that shipment to a specified party. Bills of lading are one of three important documents used in international trade to help guarantee that exporters receive payment and importers receive merchandise. A straight bill of lading, which is referred to above, is used when payment has been made in advance of shipment and requires a carrier to deliver the merchandise to the appropriate party. It is therefore the date of the paid up invoice when the shipment leaves the exporter's location. [http://en.wikipedia.org/wiki/Bill\\_of\\_lading](http://en.wikipedia.org/wiki/Bill_of_lading)*

Name of authorised representative	Signature	Date

**T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT**

**Project title:** Tongaat CHC - Installation of 20kl Elevated Water Tank

**Tender no:** ZNB5032/2022-H **Project Code:** N/A

**ATTACH A COPY OF THE ANNUAL FINANCIAL STATEMENT  
OF THE COMPANY FOR THE PAST FINANCIAL YEAR TO THIS  
PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture, certified copies of the annual financial statements of the past financial year in respect of each party to the Joint Venture must be attached to this page

**ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE**

<b>T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION</b>			
<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>		
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>	<b>Project Code:</b>	<b>N/A</b>

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

**DECLARATION**

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
  - a) Client's Construction Safety, Health and Environmental Specification.
  - b) Approved Construction Safety, Health and Environmental Plan.
  - c) Occupational Health and Safety Act, Act 85 of 1993.
  - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Name of Enterprise

\_\_\_\_\_  
Capacity of Signatory

\_\_\_\_\_  
Signature of authorised representative of Tenderer

**T2.18 Compulsory Enterprise Questionnaire**

<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>		
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>	<b>Project Code:</b>	<b>N/A</b>

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.

<b>Section 1: Name of enterprise:</b>	
<b>Section 2: VAT registration number, if any:</b>	
<b>Section 3: CIDB registration number, if any:</b>	
<b>Section 4: CSD Number:</b>	

**Section 5: 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 6 partners

**Section 6: Particulars of companies and close corporations**

Company registration number	
Close corporation number	
Tax reference number	

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement**

**Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement**

**Section 9: -**

**Section 10: -**

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

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) 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 Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) 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;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>			
<b>Position</b>			
<b>Enterprise name</b>			

**T2:19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE  
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>		
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>	<b>Project Code:</b>	<b>N/A</b>

**TAX CLEARANCE REQUIREMENTS**

It is a condition of Tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance.

1. In order to meet this requirement Tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / Individuals who wish to submit tenders.
2. SARS will then furnish the tenderer with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**IMPORTANT NOTICE**

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. Tenderers are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

<b>Tax Compliance Status(TCS) PIN Number</b>	
<b>Company / Tendering Entity Tax Reference Number</b>	

**Name of Tenderer:** .....

**Signature of tenderer:** .....

**Date:** .....

**T2.20 PROOF OF GOOD STANDING WITH THE COMPENSATION  
COMMISSIONER**

<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Tender no:</b>	ZNB5032/2022-H	<b>Project Code:</b>	N/A

**ATTACH A COPY OF PROOF, THAT THE TENDERER IS IN  
GOOD STANDING WITH THE COMPENSATION  
COMMISSIONER, TO THIS PAGE FOR ADJUDICATION  
PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture, copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

**T2.21 - FORM OF OFFER AND ACCEPTANCE**

Tender no: ZNB5032/2022-H

**OFFER**

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

**Tongaat CHC - Installation of 20kl Elevated Water Tank**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

Amount (in words):	
Amount 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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature (s)			
Name (s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness			Date

## ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1	Agreement and Contract Data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.
Part C4	Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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.

Signature (s)			
Name (s)			
Capacity			
For the employer	<i>(Name and address of employer)</i>		
Name and signature of witness			



## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1.1.1. Subject:</b>
------------------------

<b>Details:</b>
-----------------

<b>1.1.2. Subject:</b>
------------------------

<b>Details:</b>
-----------------

<b>1.1.3. Subject:</b>
------------------------

<b>Details:</b>
-----------------

<b>1.1.4. Subject:</b>
------------------------

<b>Details:</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 returnable 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.

**T2.22 - FINAL BILL OF QUANTITY SUMMARY**

<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Tender no:</b>	ZNB5032/2022-H	<b>Project Code:</b>	N/A

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

PLUMBING AND DRAINAGE				
SUMMARY PAGE				
Item		Page		AMOUNT
1	PRELIMINARY AND GENERAL	1		R . -
2	EARTHWORKS	2		R . -
3	CONCRETE, FORMWORK & REINFORCEMENT	3		R . -
4	ELEVATED WATER TANKS	4		R . -
5	PLUMBING AND DRAINAGE	5		R . -
	Sub-total			R . -
	Add 15% VAT			R . -
	Carried to form of tender			R . -

## T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as Investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3 Tender SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TenderDERS AND SUCCESSFUL TenderDERS (CONTRACTORS)

- 3.1 Tenderders are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in subparagraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

#### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution.

Tender number:	_____	Closing date:	_____
Name of tenderer:	_____		
Postal address:	_____ _____		
Signature:	_____	Name (in print):	_____
Date:	_____		

**T2.27 - PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE**

<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Bid no:</b>	ZNB5032/2022-H	<b>Project Code:</b>	N/A

**ATTACH A COPY OF PROOF, THAT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIERS DATABASE TO THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture, copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

**T2.28 - PROOF OF CIDB REGISTRATION NUMBER**

<b>Project title:</b>	Tongaat CHC - Installation of 20kl Elevated Water Tank		
<b>Tender no:</b>	ZNB5032/2022-H	<b>Project Code:</b>	N/A

**ATTACH A COPY OF PROOF, THAT THE TENDERER IS REGISTERED WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) TO THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture, copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

**T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1**

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

**PART 1 (TO BE FILLED IN BY THE TENDERER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached tendering documents to Head: Health (Department of Health: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number ZNB5032/2022-H at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Tendering documents, viz
    - Invitation to tender;
    - Tax Compliance Status (TCS) PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Tenderer's past SCM practices;
    - Certificate of Independent Tender Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tendering 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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): \_\_\_\_\_  
CAPACITY: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME OF FIRM: \_\_\_\_\_  
DATE: \_\_\_\_\_

<b>Witnesses:</b>
1. _____
2. _____
Date: _____



**T2.31 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_

accepts your tender under reference ZNB5032/2022-H dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3.

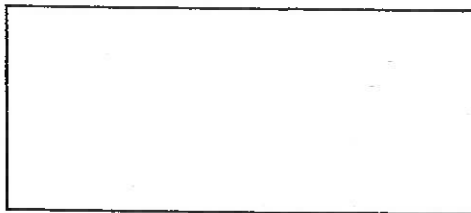
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_  
[Place] [Date]

NAME (PRINT): \_\_\_\_\_

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



OFFICIAL STAMP:

Witnesses:

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

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

Date: \_\_\_\_\_

**T2.32 - OHSE PLAN STRUCTURE**

<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>		
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>	<b>Project Code:</b>	<b>N/A</b>

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

**Tongaat CHC - Installation of 20kl Elevated Water Tank**

Refer to Annexure 6

**T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS**

<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>
<b>Code:</b>	<b>N/A</b>

Refer to Annexure 6

**T2.34 - BASELINE RISK ASSESSMENT**

<b>Project title:</b>	<b>Tongaat CHC - Installation of 20kl Elevated Water Tank</b>
<b>Tender no:</b>	<b>ZNB5032/2022-H</b>
<b>Code:</b>	<b>N/A</b>

Refer to Annexure 6

Re

**T2.35 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2**

This Standard Tender Document (SBD) must form part of all Tenders 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, tenderers 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) makes 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 Tendering 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 Tendering 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 Tender 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 Tender price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00, on the date of advertisement of the Tender as indicated in paragraph 4.1 below.

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Steel water tank</u>	<u>100%</u>
<u>PVC piping</u>	<u>100%</u>
<u>PVC water tanks</u>	<u>100%</u>

Yes  No  (Tick applicable box)

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

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

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

4. Where, after the award of a tender, 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**

IN RESPECT OF TENDER 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 Tenderder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Tenderders should first complete Declaration D. After completing Declaration D, Tenderders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the Tender documentation at the closing date and time of the Tender in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the Tenderders for verification purposes for a period of at least 5 years. The successful Tenderder 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 Tenderder 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 Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286:2011;

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the Information contained in Declaration D and E which has been consolidated in Declaration C:

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
  
- (e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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



# Annex C

## Local Content Declaration - Summary Schedule

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

Pula
EU
GBP

Note: VAT to be excluded from all calculations

Tender item no's (C8)	List of items (C9)	Calculation of local content				Tender summary				
		Tender price - each (excl VAT) (C10)	Exempted imported value (C11)	Tender value net of exempted imported content (C12)	Imported value (C13)	Local value (C14)	Local content % (per item) (C15)	Total tender value (C16)	Total exempted imported content (C18)	Total imported content (C19)
1. ELEVATED WATER TANKS	Supply, deliver and install steel elevated 3660 x 2440 x 2440 mm (20 lit) Domestic Water Storage Tank (complete with covers, ball float valves, pressure control valve, air release valve, scour valve, valve chamber, ball pressure valve, coupling, level indicators, overflows, inlets, outlets and Ø65 drain connections as scheduled and specified) including a steel structure 10m high to support the tank complete with ladders, balustrades etc. Allow for a 65mm diameter bore for drain and over-flow facility, 50mm diameter bore for water inlet facility and 75mm diameter for water outlet facility and earthing. As per manufacturer details. To include HDG certificate, As Built drawings and 5 year guarantee of leaks						1 tank			
2. ELEVATED WATER TANKS	Supply, deliver and install 10.000 l plastic tank complete with fittings						2 tanks			
4. PLUMBING AND DRAINAGE	Lay 75mm uPVC class 9						300 m			
<b>Total tender value</b>										
(C20) Total tender value							R 0			
(C21) Total Exempt Imported content								R 0		
(C22) Total Tender value net of exempt imported content										
(C23) Total Imported content									R 0	
(C24) Total local content										R 0
(C25) Average local content % of tender										

Signature of tenderer from Annex B

Date: \_\_\_\_\_

# Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_

(D2) Tender description: \_\_\_\_\_

(D3) Designated Products: \_\_\_\_\_

(D4) Tender Authority: \_\_\_\_\_

(D5) Tendering Entity name: \_\_\_\_\_

(D6) Tender Exchange Rate: \_\_\_\_\_ Pula

Note: VAT to be excluded from all calculations

EU \_\_\_\_\_ GBP \_\_\_\_\_

### A. Exempted imported content

Calculation of imported content										
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)
(D19) Total exempt imported value										

This total must correspond with Annex C - C 21

### B. Imported directly by the Tenderer

Calculation of imported content										
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Total imported value by tenderer
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)
(D32) Total imported value by tenderer										

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

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

(D45) Total imported value by 3rd party

**D. Other foreign currency payments**

Type of payment	Calculation of foreign currency payments		
	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid
(D46)	(D47)	(D48)	(D49)

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

Signature of tenderer from Annex B

Date:

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

This total must correspond with Annex C - C 23

Summary	Quantity imported	Total imported value
	(D43)	(D44)

Summary of payments	Local value of payments
	(D51)

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**T2.36 - Functionality Criteria**

The threshold score, below which tenderers are eliminated from further consideration is 60 points

**TENDER EVALUATION CRITERIA AND SCORING**

The weighting for Functionality is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	
1. Financial Standing	The tenderer is to provide bank statement not older than 3 months or credit reference letter from building material suppliers not older than 3 months	20 Points	20	Sub-points	Proof of 10% available capital in a form of bank statement or credit letter amounting to at least 10% of the project value from building material suppliers
			0	Sub-points	No submission or irrelevant submission
2. Competency and Experience on similar projects (Water tanks)	Tenderer to demonstrate their competency and experience by submitting proof of completed installation of steel elevated water tanks at an award value equal to grade 2 CE and above projects (scope and value) in the past 5 years. Submission to include award letters and practical completion letters	40 Points	40	Sub-points	Where 3 projects of installation of elevated steel water tanks at an award value equal to grade 2 CE and above have been completed in the past 5 years
			30	Sub-points	Where 2 projects of installation of elevated steel water tanks at an award value equal to grade 2 CE and above have been completed in the past 5 years
			10		Where 1 project of installation of elevated steel water tanks at an award value equal to grade 2 CE and above have been completed in the past 5 years
			0	Sub-points	No submission or irrelevant submission
3. Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	Tenderer to submit a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae that demonstrates extensive experience	30 Points	10	Sub-points	Submission of a detailed organogram detailing technical key resources forming part of the project along with their responsibilities made of Technical Director, Professional Civil Engineer/Technologist or Technician, Health and Safety Officer, Foreman
			20	Sub-points	CV's of all the 4 aforementioned key project resources have more than (5) years' experience in the construction industry.
			0	Sub-points	No submission provided or submission does not comply with conditions stated
4. Methodology	Submission of the detailed working programme with sequence of works and milestones	10	10	Sub-points	Submission of a detailed works programme indicating milestones such as project start date, critical path, practical completion, snags, works completion.
			0	Sub-points	No submission provided or submission does not comply with conditions stated

**TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBEE**

Evaluation Criteria	Deliverables	Points
Price	The lowest responsive and responsible priced offer shall be allocated 80 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80 Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20 Points
	• Level 1 Contributor	20 Points
	• Level 2 Contributor	18 Points
	• Level 3 Contributor	14 Points
	• Level 4 Contributor	12 Points
	• Level 5 Contributor	8 Points

•	Level 6 Contributor	6	Points
•	Level 7 Contributor	4	Points
•	Level 8 Contributor	2	Points
•	Non-Compliant Contributor	0	Points

**PART A  
INVITATION TO TENDER - SBD 1**

ZNB5032/2022-H

<b>TENDER NUMBER:</b>		<b>CLOSING DATE:</b>		<b>CLOSING TIME:</b>	11:00
-----------------------	--	----------------------	--	----------------------	-------

**DESCRIPTION** Tongaat CHC - Installation of 20kl Elevated Water Tank

**THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT**

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

310 Jabu Ndlovu Street, SCM Offices, Pietermaritzburg, 3200

**SUPPLIER INFORMATION**

<b>NAME OF TENDERER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
	<b>TCS PIN:</b>		<b>CSD No:</b>		
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)</b>	Yes		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)</b>	Yes	
	No			No	
<b>If YES, State the name of the verification agency accredited by SANAS</b>					

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

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	Yes		NO		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES</b>	YES		NO	
	<b>[IF YES ENCLOSE PROOF]</b>					<b>[IF YES ANSWER PART B:3 BELOW]</b>			
<b>SIGNATURE OF TENDERER</b>					<b>DATE</b>				
<b>CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)</b>									
<b>TOTAL NUMBER OF ITEMS OFFERED</b>					<b>TOTAL TENDER PRICE (ALL INCLUSIVE)</b>				

<b>TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
<b>DEPARTMENT/ PUBLIC ENTITY</b>			<b>CONTACT PERSON</b>	Sanele Thembela	
<b>CONTACT PERSON</b>			<b>TELEPHONE NUMBER</b>	0648269366	
<b>TELEPHONE NUMBER</b>			<b>FACSIMILE NUMBER</b>	N/A	
<b>FACSIMILE NUMBER</b>			<b>E-MAIL ADDRESS</b>	Sanele.Thembela@kznhealth.gov.za	
<b>E-MAIL ADDRESS</b>					

**PART B**

**TERMS AND CONDITIONS FOR TENDERER - SBD 1**

1.5. THIS TENDER 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.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 TENDERERS 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 TENDERERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE Tender.

2.5 IN TENDERS 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 TenderER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO TenderING FOREIGN SUPPLIERS**

3.1. IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TENDERER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		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 TENDER INVALID.**





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**Tongaat CHC - Installation of 20kl Elevated Water Tank**

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**THE CONTRACT**



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**Tongaat CHC - Installation of 20kl Elevated Water Tank**

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**C1 - AGREEMENT AND CONTRACT DATA**



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**Tongaat CHC - Installation of 20kl Elevated Water Tank**

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**FORM OF OFFER AND ACCEPTANCE**



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Tongaat CHC - Installation of 20kl Elevated Water Tank

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### **C.1.1 - FORM OF OFFER AND ACCEPTANCE**

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.



**C 1.2 CONTRACT DATA:**

**CONTRACT DATA FOR:**

**Tongaat CHC - Installation of 20kl Elevated Water Tank**

Tender no:

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.

**CONTRACT SPECIFIC DATA**

The following contract specific data are applicable to this contract:

**CONTRACT VARIABLES**

This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets.

The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.

**PRE-TENDER INFORMATION**

**CONTRACTING AND OTHER PARTIES**

[1.1.1.15]

Employer:

Head: Department of Health (KZN Department of Health: Province of KwaZulu-Natal)

Postal address:

Pietermaritzburg  
3200

Tel: *Not Applicable*

Fax: 033 - 940 2400

[1.2.1.2]

Physical address:

310 Jabu Ndlovu Street  
Pietermaritzburg  
3200

Tender no: ZNB5032/2022-H

**PART 1: DATA PROVIDED BY THE EMPLOYER**

[1.1.1.13]

**Defects Liability Period**

The defects liability period is: 12 months

Defects Liability Period is Applicable for the whole of the Works

**Latent Defect Period**

[5.16.3]

The latent defect period is:

5 years after the Final Approval Certificate

**Documentation required before Commencement of the Works:**

[5.3.1]

The documentation required before commencement with the Works execution are;

[4.3]

Health and Safety Plan

The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.

[5.6]

Initial Programme

The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.

[6.2]

Guarantee

The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.

[8.6]

Insurance

The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.

Cash flow by contractor

The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.

Priced Bill of Quantity

The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.

Programme

The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3

Other requirements

[5.3.2]

The time to submit the documentation required before commencement with Works execution is:

14 calendar days

	<u>Non-Working days</u>	
[5.8.1]	Non-Working days	Sundays
	Special non- working days	All Nationally Recognized Public Holidays and the year end break
[5.8.1]	First Year end break - commences	16-Dec-22
	ends on	07-Jan-23
	Second Year end break - commences	16-Dec-23
	ends on	09-Jan-24
	Third Year end break - commences	N/A
	ends on	N/A
	Fourth Year end break - commences	N/A
	ends on	N/A
[3.1.3]	<b>Engineer/Principal Agent to consult with Employer</b> The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.	
[6.2.1]	<b>Security</b> The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.	
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option	
	<b>Commencement Date</b> Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.	
	The <u>Agreement comes into effect on the date when;</u> The tenderer <u>receives one fully completed original copy of this document, including the Schedule of Deviations (if any)</u>  The agreement ("this document") consists of; 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above.  (See Form of Offer and Acceptance)	
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.	
[5.4.1]	<b>Possession of the site</b> will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer.	
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.	
	<b>CONTRACT DETAILS</b>	
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.	
[1.1.1.30]	Site description: Refer to document C4 – Site Information.	
	Specific options that are applicable to a State organ only Where so :	
[6.10.6.2]	1) Interest rate legislation: (a) In respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and  (b) In respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply	
	2) Lateral support insurance to be effected by the contractor:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	3) Payment will be made for materials and goods	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	4) Dispute resolution by litigation	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5) Extended defects liability period applicable to the following elements:	Civil, Electrical and Fencing works
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is:	R0.00
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the Insurance: 30% of the Contract Price	
[8.6.1.1]	The value of Works Insurance, including SASRIA cover, taken by the contractor on this contract shall be:	Contract sum + 30%
[8.6.1.3]	The limit for indemnity for liable insurance is:	Contract Sum + 30%
	The value of Public Liability Insurance cover, taken by the contractor on this contract shall be:	R2 million
[8.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is:	33.00%
[1.1.1.14]	<b>Practical Completion Date</b> The Practical Completion date is: A time measured from the Commencement date.	
[5.5.1]	For the works as a whole: The whole of the works shall be completed within:	6 Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).
[5.13.1]	The date for practical completion shall be	To be determined
	The penalty per calendar day shall be :	0.04% of the Contract Price, rounded to the nearest R10

	<p><b>For the works in sections:</b></p> <p><b>The date for practical completion from the commencement date and the penalty per calendar day:</b></p> <p>Portion 1: Design of the works</p>
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 2: All Building/Construction Works
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 3:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 4:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 5:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 6:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: <input type="text" value="80.00%"/>
[6.10.3]	<p>Percentage retention on amounts due to contractor is: <input type="text" value="0.00%"/> of the Contract Price</p> <p><i>The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</i></p>
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract is a fixed price contract and not subject to any Contract Price Adjustment Factors.
[6.8.2]	
[6.8.3]	
[6.8.2]	
[6.8.3]	
[5.14.5]	<p>The following clause must be added to clause 5.14.5:</p> <p>[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.</p>
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: <input type="text" value="One"/>
[10.9.1]	Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
[1.1]	<p><b>Clause</b></p> <p>[1.1.1.5] <b>COMMENCEMENT DATE</b> – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p> <p>[5.12.2.2] <b>ABNORMAL CLIMATIC CONDITIONS</b> - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (<a href="http://www.weathersa.co.za">http://www.weathersa.co.za</a>) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>[6.2.1] <b>CONSTRUCTION GUARANTEE</b> – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.</p> <p><b>CORRUPT PRACTICE</b> – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FINAL ACCOUNT</b> - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>



	<p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) In respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) In respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>
[1.1.1.16]	ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer /Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer)
[1.1.1.21]	GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.
[4.4.1]	Add the following to the clause 4.4.1: <i>"The Contractor shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"</i>
[6.2.1]	Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARANTEE OPTIONS".
[6.10.6.2]	Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i>"..at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)."</i> Omit <i>"on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i>"only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i>
[5.12.3]	<p><b>SPECIAL CONDITIONS OF CONTRACT</b></p> <p>Omit clause 5.12.3 and add the following:</p> <p><i>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</i></p> <p>5.12.3.1 <i>Failure to give possession of the site to the contractor.</i></p> <p>5.12.3.2 <i>Making good physical loss and repairing damage to the works where the contractor is not at risk.</i></p> <p>5.12.3.3 <i>Contract instructions not occasioned by default by the contractor.</i></p> <p>5.12.3.4 <i>Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</i></p> <p>5.12.3.5 <i>Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</i></p> <p>5.12.3.6 <i>Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</i></p> <p>5.12.3.7 <i>Insolvency of a nominated subcontractor.</i></p> <p>5.12.3.8 <i>A direct contractor.</i></p> <p>5.12.3.9 <i>Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</i></p> <p>5.12.3.10 <i>The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</i></p> <p>5.12.3.11 <i>Late or failure to supply materials and goods for which the employer is responsible.</i></p> <p>5.12.3.12 <i>Suspension of the works."</i></p>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	Add the following new clause <i>"5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</i>
[6.2.3]	Add to clause 6.2.3 the following <i>"The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance guarantee. Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</i>
[9.3.2.2]	<p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows:</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2 and replace with Contractor UNTIL Official Variation Order submission including the Financial Request for Additional Funds, has been approved and signed by the Head of Department: Health</p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL Official Variation Order submission including the Financial Request for Additional Funds, has been approved and signed by the Head of Department: Health</p> <p>(c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works.</p> <p>(d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the Employer.</p>
	<p><b>MANAGING PROJECT DURATION</b></p> <p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will be entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.</p> <p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p> <p>The programme shall make allowance for inclement weather at 3 working days per month.</p>

**INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE**

- (a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.
- (b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:
- (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
  - (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.
1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
  2. No claims for stoppages less than 2(two) hours per day shall be considered.
  3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
  4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
  5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
  6. Total delays (in hours) will be rounded up or down to the nearest Integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
  7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
  8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.
  9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
		Hours	Hours	Hours	Hours	Hours	Hours
Programmed	Rain days	0	30	30	15	15	90
Actual	Rain days	16	22	35	15	18	106
	Difference	-16	8	-5	0	-3	-16
Estimated Extension of time - In working days							2

8 hrs/day\*

*See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.*

Tender no:	ZNB5032/2022-H	Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:				
<b>POST-TENDER INFORMATION</b>						
Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.						
<b>1 CONTRACT DETAILS</b>						
[1.1.1.9]	Contractor Name: _____					
[1.2.1.2]	Postal address: _____ _____ _____					
	Tel no _____	Fax no _____				
	Tax / VAT Registration No: _____	e-mail _____				
	Physical address: _____ _____ _____					
[1.1.1.10]	The accepted contract price inclusive of tax is R :					
	[Amount in words]					
	Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)					
	The preliminaries amounts shall be paid in terms of:	<table border="1"> <tr> <td>*Alternative A</td> <td>Yes</td> </tr> <tr> <td>**Alternative B</td> <td>N/A</td> </tr> </table>	*Alternative A	Yes	**Alternative B	N/A
*Alternative A	Yes					
**Alternative B	N/A					
	<p>* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.</p> <p>** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.</p> <p>If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <p>10% of the General Items/Preliminaries amount shall not be varied</p> <p>15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum</p> <p>75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the Initial Construction Period.</p>					
Alternative A	<p>Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)</p> <p>For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-</p> <ul style="list-style-type: none"> <li>- An amount which shall not be varied.</li> <li>- An amount varied in proportion to the contract value as compared to the Contract Sum.</li> <li>- An amount varied in proportion to the Construction Period as compared to the Initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.</li> </ul> <p>The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section</p> <p>If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <ul style="list-style-type: none"> <li>0% of the amount shall not be varied</li> <li>10% of the amount shall not be varied</li> <li>15% varied in proportion of the Contract Value to the Contract Sum</li> <li>75% varied in proportion to the revised Construction period compared with the Initial Construction Period</li> </ul> <p>Sectional Completion : Subdivision of Preliminaries Costs</p> <p>For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.</p> <p>The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.</p> <p>When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.</p> <p>Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.</p> <p>or</p> <p style="text-align: right;"><input type="checkbox"/> YES <small>yes / no</small></p>					
Alternative B	<p>The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.</p> <p style="text-align: right;"><input type="checkbox"/> NO <small>yes / no</small></p>					
The contractor is informed that only option 'A' shall apply						

Waiver of the Contractors lien or right of continuing possession is required.

YES

**GUARANTEE OPTIONS**

The Tenderer agrees to provide a bank or Insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

**Guarantees submitted must be issued by either an Insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contract value will be applicable and will be reduced 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: select one option

(i) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)

(ii) bank or Insurance Performance Guarantee of 10 % of the Contract Price

(iii) bank or Insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

**3 SIGNATURES OF THE CONTRACTING PARTIES**

Thus done and signed at.....on .....of.....20.....

Name of signatory

for and behalf of the Employer who by signature hereof

Capacity of signatory

as Witness.

Thus done and signed at.....on .....of.....20.....

Name of signatory

for and behalf of the Contractor who by signature hereof

Capacity of signatory

as Witness.