

# SUPPLY AND INSTALLATION OF KITCHEN AND BEDROOMS JOINERY AT SILAKA NATURE RESERVE

**MINI BID NUMBER: 15/21/22** 

BIDDER:				
CLOSING DATE: 10 SEPTEMBER 2021				
COMPULSORY BRIEFING	G: 20 <sup>TH</sup> OF AUGUST 2021, SILAKA NATURE RESERVE @ 10H00			
GPS CO-ORDINATES:	31°39′11.43″ S; 29°30′27.68″ E			
PRICE OFFER:				
CSD NUMBER:				
CRS NUMBER:				

OFFICE OF THE CEO | BIODIVERSITY & CONSERVATION | MARKETING | DESTINATION DEVELOPMENT | FINANCE | CORPORATE SERVICES | RESERVATIONS

17 - 25 Oxford Street | East London | 5201 | P.O. Box | 1235 | Southernwood | East London | 5213 | Tel. +27 (0) 43 492 0881 www.visiteasterncape.co.za



#### REQUEST FOR QUOTATION

**QUOTATION NUMBER: 15/21/22** 

## SUPPLY AND INSTALLATION OF KITCHEN AND BEDROOMS JOINERY AT SILAKA NATURE RESERVE

ECPTA hereby invites quotations for the SUPPLY AND INSTALLATION OF KITCHEN AND BEDROOMS JOINERY AT SILAKA NATURE RESERVE. Please refer to the attached specifications for details.

NB: It is important that **ALL detailed information required is furnished in full.** Failure to comply will render your quotation liable to rejection, as late and incomplete quotations cannot be considered.

A <u>COMPULSORY TENDER CLARIFICATION MEETING</u> will be held on 20<sup>th</sup> of August 2021 at 10h00am at Silaka Nature Reserve GPS co-ordinates 31°39'11.43" S; 29°30'27.68" E. Tenderers should already be in possession of the tender document and be familiar with the contents thereof.

#### **EVALUATION CRITERIA**

### BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAME WORK ACT (PPPFA) of 2000

#### **EVALUATION CRITERIA**

A Three (3) Stage Evaluation process will be employed. In Stage One (1) all bids received will be evaluated based Local Content. Only service providers who meet the criteria for Local Content will proceed to Stage 2. In Stage Two (2) all bids received will be evaluated based on compliance with bid requirements. Only service providers who meet all the criteria for compliance with bid requirements will proceed to Stage Three (3) where bids will be evaluated for Price & B-BBEE Status Level in accordance with the Preferential Procurement Regulations of 2017 utilizing 80/20 method.

#### **STAGE 1: Local Production and Content**

#### **Local Content and Production**

- Bidders must declare the local production and content as per the requirement of SBD 6.2
- The minimum requirement threshold for Local Production and Content for Office Furniture is 65-100%
- The minimum requirement threshold for Local Production and Content for Plastic Pipes is 100%
- NB: Bidders who passed the local content threshold will be evaluated for in Stage 2
- Bidders who fail to obtain the minimum local content threshold will be rejected and not evaluated further.

Fully completed annexure C,D and E local content declaration form.

NB: Bidders must complete and submit SBD 6.2 and all its associated Annexures in order to be considered. Failure to complete the SBD 6.2 and or its Annexures or failure to obtain the minimum threshold for local content will result in immediate rejection of the bid.

If the quantity of materials and or product required cannot be wholly sourced from South African based manufacturers and /or at the designated local content threshold at any particular time, bidders should obtain written approval from the Department of Trade and Industry (dti) to supply the remaining portion at a lower local content threshold. Such approvals should be obtained prior to the closure of the bid. For further information, bidders may contact Dr Tebogo Makube from the dti at <a href="mailto:TMakube@thedti.co.za">TMakube@thedti.co.za</a> or 012 394 3927.

#### **STAGE 2: Compliance**

#### A. <u>Trade Test Certificate</u>

Bidders must submit the following documentation for the proposed Carpenter:

- > A detailed CV of a Carpenter and a certified copy of Trade Test Certificate, OR
- > A detailed CV of a Carpenter and a certified copy of a Certificate III in Carpentry CPC30211

NB: The certificates must be certified by the Commissioner of Oath not older than 3 months.

#### B. Company Experience

Bidders must have at least completed two relevant projects in carpentry & joinery works or timber installation. Proof of experience must be submitted in **ANY** of the following documents:

- > Reference letters.
- Appointment letters,
- > Purchase orders,

Completion certificates,

The bidders must also submit a copy of the company profile with project details and photos of work done and completed.

NB: Failure to meet any of the above compliance requirements will lead to immediate rejection of the bid.

#### STAGE 3:

#### Price & B-BBEE

CRITERIA	POINTS
Price	80
B-BBEE Status Level of contribution	20

#### A. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD)
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 90 days.
- A service level agreement shall be signed with the successful service provider.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.
- Bidder must demonstrate ability to complete the project within the maximum 4 weeks stated above. This should be in a form of a methodology statement as well as a program or a work plan.

#### NB: The following documents must be submitted with the tender document:

- Proof of registration with Treasury Central Supplier Database (CSD)
- Certified Copy or an original B-BBEE Certificate or Sworn Affidavit
- Companies who bid as a joint venture must submit a consolidated B-BBEE Verification
   Certificate only for this bid.
- · Methodology statement

Quotation documents will be available from the **11 August 2021 free of charge.** Documents can be downloaded from <a href="https://www.visiteasterncape.co.za/corporate/procurements/mini-bids">www.visiteasterncape.co.za/corporate/procurements/mini-bids</a>

Sealed Quotations endorsed on the envelope with the Tenderer's name and the Quotation Number shall be deposited in the formal Tender Box situated in the ECPTA offices at 17-25 Oxford Street, Corner of Fleet and Oxford Street, East London CBD, East London or posted so as to reach The Chief Executive Officer, P.O. Box 11235, Southernwood, East London, 5213 in sufficient time for it to be placed in the Tender Box before the closing time of 11h00 on the closing date i.e. 10 September 2021

Enquiries regarding issue of bid documents may be directed by e-mail to Miss Hlokoma Nzanzeka at <u>Hlokoma.nzanzeka@ecpta.co.za</u>. Technical enquiries may be directed to Mr Mvuyisi Ncanazo at <u>mvuyisi.ncanazo@ecpta.co.za</u>

ECPTA has a zero tolerance on any acts of fraud and corruption. Please report any suspected acts of fraud and corruption to any of the contact details listed below:

Hotline Number: Toll free number -0800 611 085; SMS: 33490 Email: ecpta@whistleblowing.co.za; Tipoffs Website: <a href="https://www.whistleblowing.co.za">www.whistleblowing.co.za</a>



# PART A INVITATION TO BID

	YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
	21/22 CLOSING DATE: 10 SEPTEMBER 2021 CLOSING TIME: 11h00am			11h00am		
DESCRIPTION SUPPLY AND INSTALLATION OF KITCHEN AND BEDROOMS JOINERY AT SILAKA NATURE RESERVE						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
17-25 Oxford Street, 0	rn. Oxford and F	leet Street				
East London						
			TECHNIC			
BIDDING PROCEDUR	E ENQUIRIES MA	Y BE DIRECTED TO	AL ENQUIRIES M	AY BE DIRECTED	) TO:	
CONTACT PERSON	Ms Hlokoma N	zanzeka	CONTACT PERSO	ON	Mr Mvuyisi	Ncanazo
TELEPHONE NUMBER	066 472 6518		TELEBUIONE NUM	MBED	000 470 04	
			TELEPHONE NUM		066 472 64	81
FACSIMILE NUMBER	086 208 0595	1.0	FACSIMILE NUMB		·	
E-MAIL ADDRESS SUPPLIER INFORMAT		zeka@ecpta.co.za	E-MAIL ADDRESS	5	Mvuyisi.nca	anazo@ecpta.co.za
NAME OF BIDDER	ION					
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER				THOMBER		
					1	
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER	TAX			CENTRAL		
COMPLIANCE STATUS	COMPLIANCE SYSTEM PIN:		OR	SUPPLIER		
SIAIUS	STSTEIN FIN.			DATABASE   No: M	4AA	
B-BBEE STATUS	TICK A	PPLICABLE BOX	B-BBEE STATUS	1118		LICABLE BOXI
LEVEL		•	AFFIDAVIT		[11.01.07.01.1	0.12223074
VERIFICATION						_
CERTIFICATE	☐ Yes	☐ No			☐ Yes	☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					BE SUBMITTED IN	
	TORTRETER	ENOL I GINTO I GIN D-DL		U A FOREIGN		
1 ARE YOU   THE ACCREDITED			BASED SUPPLIER	R FOR THE		
REPRESENTATIVE			GOODS /SERVICE	ES/WORKS		
IN SOUTH AFRICA	□Yes	□No	OFFERED?		□Vaa	
FOR THE GOODS	L_1 res	□INO			☐Yes	□No
/SERVICES /WORKS	[IF YES ENCLOS	SE PROOF]			[IF YES, ANSWE	R PART B:31
OFFERED?	_	-				
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  ☐ YES ☐ NO						

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER	YES NO R FOR A TAX COMPLIANCE STATUS
OTOTEMT IN GODE FROM THE GOOTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER	AS PER 2.3 BELOW.

### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	ARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

# SCOPE OF WORK & PRICING SCHEDULE SUPPLY AND INSTALLATION OF KITCHEN AND BEDROOMS JOINERY AT SILAKA NATURE RESERVE

MINI BID NO.: 15/21/22

Item	Description	Local	Unit	Quantity	Rate	Amour
en-chia		Content			180.0	- Ainou
	PRELIMINARIES					
	Category: Fixed R		Item	1		
	Category: Value Related R		Item	1		
	Category: Time Related R		Months	1		
	KITCHENS NOTES:	100%				
	-New kitchen to receive joinery to cater for new Fridge (F), Stove (S) and Washing Machine (WM) -Kitchen furniture to be open shelves as indicated Specification and material refer to attached layouts		<u>H1</u>			
1.	Strip all existing kitchen joinery nineteen (19) in total, curt to disposal to the approved municipal dumping site		Item	1		
2.	Prepare and make the surface good to receive new kitchen joinery		Item	1		
3.	Supply and install new kitchen joinery nineteen (19) in total as per the attached finishing schedule for each chalet	70%	Item	1		
4.	Supply and install wall tiling		Item	1		
5.	Install new plumbing fittings including all necessary pipework and fittings "Sink" complete	100%	No.	19		
	BEDROOMS JOINERY		<u>H2</u>			
1.	Design new bedrooms joinery for chalet 1-19 as per ECPTA requirements		No	19		
2.	Strip all existing bedroom joinery nineteen (19) in total, curt to disposal to the approved municipal damping site		Item	1		
3.	Prepare and make the surface good to receive new kitchen joinery		Item	1		
4.	Supply and install new bedroom joinery nineteen (19) in total as per approved design	70%	Item	1		

Subtotal			
ADD: Contingency sum @ 10%			
ADD: Vat @ 15%			
GRANT TOTAL			

NB: Bidders must submit a detailed pricing schedule in their company letterhead and provide a summary to the table above.

#### **FORM OF OFFER**

Project title:	SUPPLY AND INSTALLATION OF KITCHEN AND BEDROOMS JOINERY AT SILAKA NATURE RESERVE
Quotation No:	15/21/22

#### **OFFER**

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

### SUPPLY AND INSTALLATION OF KITCHEN AND BEDROOMS JOINERY AT SILAKA NATURE RESERVE

The Tenderer, identified in the Offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tendered 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 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 deemed in accordance with the Conditions of Contract identified in the Contract Data.

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

Rand (in words):	
Rand in figures:	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the 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 terms of the Conditions of Contract identified in the Contract Data.

Signature	 Date	***************************************
Name	 Capacity	***************************************

For the renderer	
(Name and address of organization)	
AS WITNESSES	
Witness	
Signature	Date

#### **GENERAL CONDITIONS OF CONTRACT**

#### TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Increase/decrease of Quantities
- 19. Contract amendments
- 20. Assignment
- 21. Subcontracts
- 22. Delays in the provider's performance
- 23. Penalties
- 24. Termination for defaults
- 25. Dumping and countervailing duties
- 26. Force Majeure
- 27. Termination for insolvency
- 28. Settlement of disputes
- 29. Limitation of liability
- 30. Governing language
- 31. Applicable law
- 32. Notices
- 33. Taxes and duties
- 34. Transfer of Contract
- 35. Amendments of Contract
- 36. National Industrial Participation Programme (NIPP)
- 37. Prohibition of restrictive Practice

#### **GENERAL CONDITIONS OF CONTRACT**

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Chief Executive Officer" means the CEO of ECPTA or her/his duly authorized representative;
- 1.3 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **"Contract price"** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 "Day" means calendar day.

a.

- 1.9 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.10 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.11 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.13 "ECPTA" means Eastern Cape Parks & Tourism Agency.

- 1.14 "Force majeure" means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to

- establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.16 "GCC" mean the General Conditions of Contract.
- 1.17 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.19 **"Letter of acceptance"** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor's tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 "Project site," where applicable, means the place indicated in bidding documents.
- 1.24 "Purchaser" means the organization purchasing the goods.
- 1.25 "Republic" means the Republic of South Africa.
- 1.26 "SCC" means the Special Conditions of Contract.
- 1.27 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.28 "Signature date" means the date of the letter of acceptance;
- 1.29 "Tender" means an offer to supply goods/services to ECPTA at a price;
- 1.30 **"Tenderer"** means any person or body corporate offering to supply goods/services to ECPTA:
- 1.31 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

#### 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

#### 3. General

- 3.1 Unless otherwise indicated in the bidding documents, ECPTA shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

#### 4. Standards

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

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

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 6. Patent rights

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

When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

#### 7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECPTA the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to ECPTA and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by ECPTA and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

#### 8. Inspections, tests and analyses

- **8.1** All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

#### 9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

#### 10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

#### 11. Insurance

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

#### 12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental services
- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods:
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
- 14. Spare parts
- **14.1** As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
  - (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

- 16. Payment
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated
- 17. Prices
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Increase/decrease of quantities
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Contract amendments
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 20. Assignment
- **20.1** The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 21. Subcontracts
- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
- 22. Delays in the provider's performance
- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- **22.4** Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

#### 23. Penalties

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

#### 24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
  - (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2:
  - (b) if the provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for

any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

#### 25. Anti-Dumping and Countervailing Duties and Rights

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

#### 26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### 27. Termination For Insolvency

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

#### 28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

#### 29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### 30. Governing Language

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

#### 31. Applicable Law

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

#### 32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

#### 33. Taxes and Duties

- A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

#### 34. Transfer of Contracts

The service provider shall not abandon, transfer, assign or sublet a service or part thereof without the written permission of the purchaser.

#### 35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

#### 36. National Industrial Participation Programme (NIP)

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

#### 37. Amendment of Contracts

- 37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).
- 37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s)



or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned.

	· ·
DATE	SIGNATURE OF BIDDER

1.2

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- a) The 80/20 preference point system will be applicable to this bid
- 1.3 Points for this bid shall be awarded for:
  - (a) Price: and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.





#### 2. **DEFINITIONS**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

b.

(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: 80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5.	DID	DECL		
-	RIII.		$\Lambda \cup \Lambda$	
a.l.				

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

6.	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS
	1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

-	****	
YES	NO	

- 7.1.1 If yes, indicate:
  - i) What percentage of the contract will be subcontracted.....%
  - ii) The name of the sub-contractor.
  - iii) The B-BBEE status level of the sub-contractor.....
  - iv) Whether the sub-contractor is an EME or QSE

Tick ap	plica	able bo	x)
YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name of company/firm:
8.2	VAT registration number:
8.3	Company registration number:
8.4	TYPE OF COMPANY/ FIRM
	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]
8.7	Total number of years the company/firm has been in business:



- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - i) The information furnished is true and correct:
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.

WITNESSES:

		_	
1.			
			SIGNATURE(S) OF BIDDER(S)
3.	1801		
		DATE:	
		ADDRI	ESS:

#### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

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

$$LC = 1 - \left(\frac{x}{y}\right) \times 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

- 1.6. A bid may be disqualified if this Declaration certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation
- 2. The stipulated minimum threshold(s) for local production (refer to Annex A of SATS 1286:2011) for this bid is/are as follows

Description of services, works or goods	Stipulated minimum threshold
Wooden Cupboards/Joinery (Melamine)	70%
PVC Pipes	100%

#### See annexure C for breakdown of components

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

YES / NO

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

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

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

Currency	Rates of exchange
US Dollar	•
Pound Sterling	
Euro	
Yen	
Other	

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

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





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

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

IN RESPECT OF BID No. ISSUED BY: (Procurement Authority / Name of Institution):	
<ol> <li>The obligation to complete, duly sign and submit this declaration an external authorized representative, auditor or any other third the bidder.</li> <li>Guidance on the Calculation of Local Content together with Lot Templates (Annex C, D and E) is (<a href="http://www.dti.gov.za/industrial_development/ip.jsp">http://www.dti.gov.za/industrial_development/ip.jsp</a>). Bidders s Declaration D. After completing Declaration D, bidders should and the consolidate the information on Declaration C. Declaration with the bid documentation at the closing date</li> </ol>	cannot be transferred to party acting on behalf of cal Content Declaration accessible or hould first complete complete Declaration Elaration C should be
order to substantiate the declaration made in paragraph (c) and E should be kept by the bidders for verification purposes f years. The successful bidder is required to continuously update with the actual values for the duration of the contract.	<b>below.</b> Declarations Declarations Declarations Declarations Declarations
I, the undersigneddo hereby declare, in my capacity asof	*********
the following:	interior of blader criticy)
(a) The facts contained herein are within my own personal knowledge.	
<ul> <li>(b) I have satisfied myself that:         <ol> <li>the goods/services/works to be delivered in terms of the comply with the minimum local content requirements as as measured in terms of SATS 1286:2011; and</li> </ol> </li> </ul>	he above-specified bid specified in the bid, and
(c) The local content percentage (%)indicated below has been calculgiven in clause 3 of SATS 1286:2011, the rates of exchange indicated and the information contained in Declaration D and E which has been cond:	in paragraph 4.1 above
Bid price, excluding VAT (y)	R
Imported content (x) as calculated in Terms of SATS 1286:2011	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

The local content percentages for each product has been calculated using the formula

given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E

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

SIGNATURE:	DATE:				
WITNESS No. 1	DATE:				
WITNESS No. 2	DATE:				

Date:	Signature of tel	Cimpturo of tou		2	1	(C8)	Tender item no's		Tendering Entity name: Tender Exchange Rate: Specified local content %	Designated product(s) Tender Authority:	Tender No. Tender description:		
	Signature of tendered from Annex 6			PVC PIPES		(C9)	List of items			duct(s)	tion:	The second	
11						(C10)	Tender price - each (excl VAT)		Pula				
						(C11)	Exempted imported value	0	EU			Local	
						(C12)	Tender value net of exempted imported content	Calculation of local content				Local Content Declaration - Summary Schedule	
					(1.0)	(C13)	Imported value	ocal content	GBP			eclaration	Annex C
	(C22) Total				(LLT)	(C14)	Local value					- Summar	Ĉ
	(C21) . Fender value n	(C20) Total te			(7.12)	(75)	Local content % (per item)					y Schedule	
76	Fotal Exempt et of exempt	Total tender value R			(TO)	(217)	Tender Qty						
(C24) (25) Average local c	(C21) Total Exempt imported content R (C22) Total Tender value net of exempt imported content R (C23) Total I	20			(777)	(647)	Total tender value	Tend				THE PARTY OF	
(C24) Total local content R (C25) Average local content % of tender	d content R d content R (C23) Total Imported content R				(070)	(210)	Total exempted imported content	Tender summary		Calculations	Note: VAT to be excluded from all	NAME OF	
R	æ				(CT3)	100	Total Imported content				cluded fron	3	

ľ

					Annex D							SATS 1286.
1 2	19 1		Imported C	ontent Declaration		orting Sche	dule to An	nex C		1000		
Tender No. Tender descripti	on:		1					Note: VAT to be	excluded from	1		
Designated Prod Tender Authorit	ucts: y:							all calculations		]		
Tendering Entity Tender Exchange		Pul		E	R 9,00	] вы	R 12,00	]				
A. Exempte	d imported co	ontent	1		Forign		Calculation of	imported conte	T			Summary
Tender item no's	Description of Ir	nported content	Local supplier	Overseas Supplier	currency value as per Commercial Invoice		Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qt	Exempted important value
(D7)	(D	18)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
				1	1				(D19	Total exempt	mported value	R
												ust correspond w nex C - C 21
B. Imported	directly by th	ne Tenderer					Calculation of	imported conte	nt			Summary
Tender Item no's	Description of in	nported content	Unit of measure	Overseas Supplier	Forign 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 v
(D20)	(D2	21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
									(D32) Tot	tal imported valu	Je by tenderer	R
C. Imported	by a 3rd part	y and supplied	d to the Ten	derer		100	Calculation of	imported conter				Summary
	Imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial	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	Quantity imported	Total imported v
(1	033)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
									]= .5/	[D4L)	[D45]	[544)
									(D45) Tota	il imported value	e by 3rd party	R
Other for	eign currency			Calculation of foreig payments								Summary of payments
Type of payment Local supplier making the payment		Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value o	
(D	946)	(D47)	(D48)	(D49)	(D50)							(051)
											-	
Enature of tends	erer from Annex B					(D	(2) Total of for	eign currency payr	nents declared	by tenderer and	or 3rd party	
0.100						(D53) Total o	f imported cont	ent & foreign curr	ency payment:	s - (D32), (D45) <u>8</u>	(D52) above	R
												st correspond wi
ate:												ex C - C 23

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-:- 3

# Annex E

Tender No. Tender description:		Note: VAT to be excluded f calculations	rom all
Designated products: Tender Authority: Tendering Entity name:			
Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
-		-/	
	(E9) Total local produc	cts (Goods, Services and Works)	R
(E10) Manpower costs ( Ter	derer's manpower cost)		R
			R
(211) Tactory overheads (nemal, depreciation & amortisation, dunity costs, consumables etc.)			
(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)			
		(E13) Total local content	R
		This total must correspond	d with Annex C -
ignature of tenderer from Annex B			
**************************************			

- 1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 2.1 Full Name of bidder or his or her representative:

  2.2 Identity Number:

  2.3 Position occupied in the Company (director, trustee, shareholder²):

  2.4 Company Registration Number:

  2.5 Tax Reference Number:

  2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

1"State" means -

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

<sup>&</sup>lt;sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

If so, furnish the following particulars:	
ii 30, luitiisti üle lollowiilg particulars.	
Name of person / director / trustee / shareholder/ member:	
Name of state institution at which you or the person connected to the bidder is employed :	
Position occupied in the state institution:	
Any other particulars:	
If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
If yes, did you attached proof of such authority to the bid document?	YES / NO
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
If no, furnish reasons for non-submission of such proof:	
	YES / NO
If so, furnish particulars:	
any relationship (family, friend, other) with a person	YES / NO
	Name of state institution at which you or the person connected to the bidder is employed:  Position occupied in the state institution:  Any other particulars:  If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  If yes, did you attached proof of such authority to the bid document?  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.  If no, furnish reasons for non-submission of such proof:  Oid you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  If so, furnish particulars:  Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with

2:10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
	or this blu :	
2.10.	I If so, furnish particulars.	
• • • • •		
2.11	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
2.11.1	If so, furnish particulars:	
	actions to the second s	

# 3. Full details of directors / trustees / members / shareholders.

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

# I,THE UNDERSIGN (NAME)... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE. Signature Date Position Name of bidder

4. DECLARATION

### SBD 8

## **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi</i> alteram partem rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  To access this register enter the National Treasury's website,   www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the register to facsimile number (012) 3265445.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

AND THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IN COLUM				
S	3D 9 CERTIFICATE OF INDI	EPENDENT BID DETERMINATION		
4.4	Was any contract between the bid terminated during the past five yea on or comply with the contract?	der and any organ of state ars on account of failure to perform	Yes	No
4.4.1	If so, furnish particulars:			
	CE	ERTIFICATION		
I, THE	UNDERSIGNED (FULL NAME) .		• • • • • • • • •	••••
		URNISHED ON THIS DECLARATIO	N FOR	M IS
IRUE	AND CORRECT.			
		NCELLATION OF A CONTRACT, A		MAY
BE IAI	KEN AGAINST ME SHOULD THI	S DECLARATION PROVE TO BE F.	ALSE.	
Signa	ature	Date		
•••••				
Posit	ion	Name of Bidder		

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bidrigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:			
(Bid Number and Description)			
in response to the invitation for the bid made by:			
(Name of Institution)			
do hereby make the following statements that I certify to be true and complete in every	ery respect:		
I certify, on behalf of:	_that:		
(Name of Bidder)			

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

C.

- d. (a) has been requested to submit a bid in response to this bid invitation;
- e. (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- f. (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

g.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.



- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

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- (b) geographical area where product or service will be rendered (market allocation)
- h. (c) methods, factors or formulas used to calculate prices:
- i. (d) the intention or decision to submit or not to submit, a bid:
- j. (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- k. (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Position	Name of Bidder
***************************************	
Signature	Date



