



# CALL FOR BIDS

**BID NO: ECDC :RFQ00388/2023**

**BID SUBJECT: REPAIRS AND MAINTENANCE AT B4.1 IBIKA Used  
By (UKUAHKA t/a PROJECTVIEW)-BUTTERWORTH**

## Consisting Of:

- The Tender (Returnable) - This Document**
- The Bills of Quantities (Returnable) - This Document**
- Drawings and Specifications – This Document**

**BIDDER NAME:** .....

**CSD No.:** .....

**CRS No.:** .....

<b>CLOSING DATE:</b>	<b>06 DECEMBER 2023</b>
<b>CLOSING TIME:</b>	<b>15H00</b>

.....

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**Board Members:** Board Members: S Somdyala (Chairperson) • M Mama • N Dzulane (CEO) • D Majeke • T Buthelezi • B Koneti •

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<b>SECTION A: ABBREVIATIONS AND ACRONYMS</b>	
B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government
<b>B: DEFINITIONS</b>	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
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;
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall

	include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Broad Based Black Empowerment	Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: Increase the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises Human resources and skills development Achieving equitable representation in all occupational categories and levels in the workforce Preferential procurement; and Investment in enterprises that are owned or managed by black people.
Broad Based Black Empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Close Family Member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative Price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or Joint Venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated Sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly Sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family Member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.

Firm Price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported Content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees

Qualifying Small Entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as "Contract"
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.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
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.
Tender	The same meaning is assigned as 'Bid" above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
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.
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.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

## **Part T1: Tendering procedures**

## T.1.1 TENDER NOTICE AND INVITATION TO BID

### 1. Invitation to Bid

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable contractor with a CIDB Grading of **1GB or Higher** for the **repairs and maintenance at B4.1 IBIKA Used By (UKUAHKA t/a PROJECTVIEW)- Butterworth**, Eastern Cape.

The site is located in 24 High St, Butterworth, 4960, Butterworth, Eastern Cape, South Africa.

It is estimated that bidders should have a CIDB grading of **1GB or Higher**

A Detailed scope of services is described in Scope of Work Section Below.

### 2. Eligibility to Bid

- a) Bidders should meet the Mandatory Requirements in T2.1(**Mandatory List of Tender Returnables**)
- b) Only those tenderers who are registered with the CIDB prior to submissions of bid with a contractor grading equal 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 the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.**

### 3. Payment of Bid Document

A non-refundable tender deposit of R0.00 cash deposited in the ECDC Bank Account is required. A deposit slip is required for the collection of the tender documents.

### 4. Collection /Availability of Documents

Documents will be available for downloading from the ECDC website at [www.ecdc.co.za](http://www.ecdc.co.za)

#### **Important Note:**

**Bidders should send an email to ECDC Procurement at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) to register their interest in submitting this bid stating the following:**

- ✓ Bid Number
- ✓ Name of the Bidder
- ✓ Contact Person
- ✓ Contact Details

### 5. Queries on Bid Document

Queries relating to the issue of these documents must be addressed to Mr S Mazwai ,  
**E- Mail** at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za)

### 6. Estimated Timeline

Activity	Date	Time
1. Placing of Advert	21 NOVEMBER 2023	N/A



2.	<b>Compulsory Briefing Meeting</b>	<p>There will be no briefing meeting. For any enquiries/queries relating to this Bid, the Bidder must email the Procurement Department at <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a> attention Mr Mazwai</p> <p><b>Bidders are required to register their intention to Bid to the ECDC Procurement Department at <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a> .</b></p> <p><b>The register will be used to communicate with the Bidders during the Tender Period.</b></p> <p>Furthermore, ECDC will post Answers/Clarity/Correspondence to this Bid on the ECDC website at <a href="http://www.ecdc.co.za">www.ecdc.co.za</a></p>	
3.	<b>Last day of questions</b>	<b>04 DECEMBER 2023</b>	<b>N/A</b>
4.	<b>Final date of submission of bids</b>	<b>06 DECEMBER 2023</b>	<b>15H00 PM</b>
5.	<b>Bid Validity</b>	<b>120 days</b>	

#### 6.1. Compulsory Briefing Session

a) There will be no briefing meeting. For any enquiries/queries relating to this Bid, the Bidder must email the Procurement Department at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) Mr S Mazwai.

b) **Bidders are required to register their intention to Bid to the ECDC Procurement Department at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) .**

**The register will be used to communicate with the Bidders during the Tender Period.**

Furthermore, ECDC will post Answers/Clarity/Correspondence to this Bid on the ECDC website at [www.ecdc.co.za](http://www.ecdc.co.za)

#### c) Site Location

- ✓ 24 High St, Butterworth, 4960, Eastern Cape

**Bidders must visit the site to ensure that their proper assessment of the site is done and that the Bill of Quantity is Priced Correctly.** Upon evaluation of the Bid ECDC will assume that the Bidder has visited the site.

**Telephonic, telexed, facsimile, and late tenders will not be accepted.**

Tenders may only be submitted on the tender documentation that is issued.

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

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8<sup>th</sup> of August 2019 (See [www.cidb.org.za](http://www.cidb.org.za)).

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.

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

Clause number	Tender Data
C.1.1	The employer is <b>Eastern Cape Development Cooperation (ECDC)</b>
C.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p><b>Part T2 : Returnable documents</b></p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond C1.4 - Adjudicator's contract</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing instructions C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>

C.1.4	<p>The employer's agent is :</p> <p><b>During Tender stage all communication shall be through the Procurement Department for attention:</b></p> <p>Name: Mr S Mazwai  Address: ECDC Head Office at ECDC House  Ocean Terrace park  Moore Street  Quigney,  East London</p> <p>Tel: 043 704 5600  E-mail: <a href="mailto:tenderes@ecdc.co.za">tenderes@ecdc.co.za</a></p> <p><b>After award all communications should go to</b>  Name: Mr B Nqakaza  Address: 24 HIGH STREET,  BUTTERWORTH</p> <p>Tel: 047 401 2700  E-mail: <a href="mailto:bnqakaza@ecdc.co.za">bnqakaza@ecdc.co.za</a></p> <p><b>Note:</b> All communications should be through the email</p>
C.1.6	The competitive negotiation procedure shall be applied - <b>Not applicable for this Tender</b>
C.1.6	Option 1 or 2 of the proposal procedure using the two stage-system shall be applied. - <b>Not applicable for this Tender</b>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
C.2.1	<p>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 <b>GB (General Building)</b> class of construction work, are eligible to have their tenders evaluated.</p> <p><b>Joint ventures are eligible to submit tenders provided that:</b></p> <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 <b>GB (General Building)</b> class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</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 <b>GB class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>

C.2.1	<p><b>Not Applicable for this Bid</b></p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ul style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a ..... or .....* class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:.....**</li> </ul>
C.2.2	<p><b>Not Applicable for this Bid</b></p> <p>The employer will compensate the tender as follows</p>
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p><b>Paragraph Below is Not Applicable. Bidder to refer to Tender Notice</b></p> <p>Tenderers must sign the attendance list in the name of the tendering entity . Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.12	<p><b>Not Applicable for this Bid</b></p> <p>Main tender offers are not required to be submitted together with alternative tenders.</p>
C.2.12	<p>No alternative tender offers will be considered</p>
C.2.12	<p><b>Not Applicable for this Bid</b></p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</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 in confirming the acceptability of the detailed design.</p>

C.2.13.3	<p><b>One original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid.</b></p> <p>A PDF soft copy of the duly signed and completed original bid (e.g. PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified</p> <p>ECDC will not be responsible if your bid is not submitted on time</p> <p>All bid documents are to be <b>completed in permanent ink.</b></p> <p><b>No alterations of the Bid Document will be allowed.</b></p> <p><b>No correction fluid will be allowed. Corrections should be initialled.</b></p>
C.2.13.5 C.2.15.1	<p>Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) <b>Location of tender box:</b></p> <p>Bid Reference Number: <b>RFQ00388/2023</b></p> <p>Project Name: <b>REPAIRS AND MAINTENANCE AT B4.1 IBIKA Used By (UKUAHKA t/a PROJECTVIEW)- BUTTERWORTH</b></p> <p>Delivered at Physical Address: <b>ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,</b></p> <p style="text-align: center;"><b>OR</b></p> <p>b) <b>Submission of RFQ by email to <a href="mailto:quotations@ecdc.co.za">quotations@ecdc.co.za</a> and copy <a href="mailto:smazwai@ecdc.co.za">smazwai@ecdc.co.za</a> as follows:</b></p> <p><b>Subject RFQ00388/2023</b></p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender</p> <p><b>It is the Bidders responsibility to ensure that all the documents are received on time.</b></p> <p><b>The bid box is open on weekdays between 08h00 and 16h30</b></p>
C.2.13.6 C.3.5	<p><b>Not Applicable for this Bid</b></p> <p>A two-envelope procedure is required.</p>
C.2.13.9	<p>Telephonic, telegraphic, telex, or facsimile tender offers <b>will not</b> be accepted.</p>
C.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
C.2.16	<p>The tender offer validity period is 120 days.</p>

C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	Access shall be provided for the following inspections, tests and analysis:  The site is available for viewing the location of the works.
C.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document
C.2.22	<b>Not Applicable for this Bid</b>  Return all retained tender documents within 28 days after the expiry of the validity period
C.2.23	The tenderer is required to submit with his tender:  <b>1) Tax Compliance</b> Bidders must ensure compliance with their tax obligations.  In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.  The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified
C.3.1.1	The Employer will respond to requests for clarification received up to the days in the Tender Notice.
C.3.4	<b>Opening of the Bids</b>  Tenders will be opened immediately after the closing time for tenders at 15h00 hrs  There will be <b>NO PUBLIC OPENING</b> of the Bids received; however, the list of bids received will be published on the ECDC website. There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluation have been complete. Any subsequent discussions shall be at the discretion of ECDC.  There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluation have been complete. Any subsequent discussions shall be at the discretion of ECDC.
C.3.11.1	The financial offer will be reduced to a comparative basis.
C.3.11.2	<b>Not Applicable for this Bid</b>  The procedure for the evaluation of responsive tenders is Method 1

**C.3.11.3 Evaluation Criteria**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act , CIDB, and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

<b>Pre-Qualification</b>	Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
<b>Stage 2</b>	<p><b>Preference point system:</b></p> <p>In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive price quotations and tenders/bids with a Rand value equal to, or above R2 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.</p> <p><b>Joint Venture Preference Points Calculation ( See Treasury Circular 02 of 2023/2024) of</b></p> <p>For bidding purposes, a joint venture or consortium means an association of two or more individuals and/or individual business entities for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.</p> <p>12. When evaluating bids of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points.</p>

C.3.11.3 The evaluation criteria and maximum score in respect of each of the criteria are as follows:

**Not Applicable**

C.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is Tax Compliant <ul style="list-style-type: none"> <li>✓ tenderers must ensure compliance with their tax obligations.</li> <li>✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</li> <li>✓ the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified</li> </ul> </li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</li> <li>d) 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 has been given a written notice to this effect;</li> </ul> </li> <li>e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts</li> <li>f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely ( as per the Contract or Contract Data requirement)</li> <li>g) the tenderer 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;</li> <li>h) the tenderer has the legal capacity to enter into the contract;</li> <li>i) the tenderer 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;</li> <li>j) the tenderer complies with the legal requirements, if any, stated in the tender data; and</li> </ul>
C.3.17	The number of paper copies of the signed contract to be provided by the employer is one (1) .
	The additional conditions of tender are listed on the Additional Conditions of Tender paragraph



## **Part T2 : Returnable documents**

T2.1 - List of returnable documents

T2.2 - Returnable schedules

## T2.1 - List of returnable documents

### 1. Evaluation Criteria

This bid is subject to the CIDB and Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

<b>Pre-Qualification</b>	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
<b>Stage 2</b>	<p><b>Preference point system:</b></p> <p>In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive price quotations and tenders/bids with a Rand value equal to, or above R2 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.</p> <p><b>Joint Venture Preference Points Calculation ( See Treasury Circular 02 of 2023/2024) of</b></p> <p>For bidding purposes, a joint venture or consortium means an association of two or more individuals and/or individual business entities for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.</p> <p>12. When evaluating bids of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points.</p>

## 1.1. Mandatory List of Tender Returnables

Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further for Stage 1. Failure to submit the Mandatory Requirements as required will result in this bid being disqualified.

Description	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close	Mandatory Requirement for Award
<p>1. <b>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</b> The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> <li>• Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidders status is under deregistration, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li>• ID Number,</li> <li>• Government Employee</li> <li>• Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified</li> </ul> <p><b><u>Onus on the Service Provider</u></b></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. <b>It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</b></p> <p>If Service Provider is not registered on CSD by the time of closing of the bid they will not be considered for evaluation.</p> <p><b><u>Directors in the Service of State</u></b></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should.</p> <ol style="list-style-type: none"> <li>a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA")</li> <li>b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee.</li> </ol> <p><b><u>JV's and Consortium</u></b></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	<p style="text-align: center;">Yes</p>	<p style="text-align: center;">Yes</p>

2.	<p><b>Tax Compliance Requirements:</b></p> <ul style="list-style-type: none"> <li>Bidders must ensure compliance with their tax obligations.</li> <li>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li><b>In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.</b></li> </ul>	No	Yes
3.	<p><b>Letter of Authority</b></p> <p><b>A Letter of Authority/Board Resolution/Delegation of Authority Matrix to complete and sign this Bid Document is required in the following instances.</b></p> <ul style="list-style-type: none"> <li>✓ Where there is more than one (1) director / shareholder / trustee / members etc. in the Company/Trust/Close Corporation etc. (institution), the directors /shareholder /trustees /member etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>✓ Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf</li> </ul>	Yes	Yes
4.	<p><b>Annexure A – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.</b></p>	Yes	Yes
5.	<p><b>Annexure B – Form of offer and acceptance offer (Signed and Completed by delegated authority)</b></p>	Yes	Yes
6	<p><b>Annexure C– Pricing Schedule (Signed and Completed by delegated authority)</b></p> <p><b>Price quotation from the service provider:</b> (Signed by the Delegated Authority and /or in the Bidder's Letterhead)</p>	Yes	Yes
7	<p><b>Annexure D– (SBD 4): Bidders Disclosure (To be Signed and Completed by the Duly Authorized Signatory).</b></p>	Yes	Yes

8	<p><b>Annexure E– Statement of Consent to Data Processing (To be Signed and Completed by the Duly Authorised Signatory).</b></p>	<p>No</p> <p>(Should be completed for the evaluation of the Bid</p> <p>The Bidder should grant ECDC consent for Data Processing of their information for evaluation of the Bid.</p> <p>Where the Bidder did not complete and sign this Annexure, ECDC will contact the Bidder for granting of permission prior the evaluation of their Bid.)</p>	<p>Yes</p>
9	<p><b>Annexure F- (SBD 6.1.): Preferential Points Claim (Signed and Completed). Preferential Points Claim (Signed and Completed). Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality. CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</b></p>	<p>No</p>	<p>No</p>
10.	<p><b>Declaration with regards to Company /Firm Location</b></p> <p><b>Attach</b> a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p><b>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p>	<p>No</p>	<p>No</p>
11	<p>Bidders must be registered on <b>Construction Industry Development Board (CIDB) in Water supply and drainage for buildings (wet services, plumbing) OR General Building</b></p> <p>The bidder must have a valid and active CIDB contractor grading in the range of <b>1GB. (or higher)</b></p>	<p>Yes</p>	<p>Yes</p>

12.	<p><b>Locality of the bidder's main office/branch to the project location. The physical address of the office /office branch of the Bidder or one of the Consortium Members:</b></p> <p><b>in Buffalo City Metropolitan Municipality</b></p> <p><b>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, Bank Statement, submitted by the bidder. (preferred address on CSD)</b></p>	No	No
13.	<p><b>ANNEXURE L ( which includes annex C ) : Declaration of Local Content (SBD 6.2) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	Yes	Yes
14.	<p><b>Annex C – Local Content Declaration (Summary Schedule) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	Yes	Yes
<b>The following will be applicable to Joint Ventures/Consortium</b>			
15.	<p>Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.</p>	Yes	Yes
16.	<p>Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.</p>	Yes	Yes
17.	<p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV.</p> <p>The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).</p>	Yes	Yes
18.	<p><b>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</b></p> <p><b>Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p>	No	No
19.	<p><b>Declaration with regards to Company /Firm Location</b></p> <p><b>Attach</b> a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address will be verified from the following documents: Utility Bill/ Telephone Account/ Tax Clearance/ lease agreement submitted by the bidder.</p> <p><b>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p>	No	No

## 2.1 CONDITIONS OF CONTRACT

The JBCC Minor Works Agreement (Edition 5.2 – May 2018) prepared by the Joint Building Contracts Committee is applicable to this contract and a copy to be purchased by the contractor.

The documentation required before commencing with the Works execution are:

- Health and Safety Plan
- Methodology on how to proceed with work while building is occupied.
- Initial programme
- Security
- Insurance
- Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- The time to submit the documentation required before commencement of the Works is: **14 Calenda Days**.
- The penalty for failing to complete the Works is: 1.00c / R100 of contract value (excl. VAT) per calendar day.

Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.

**KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.**

**Bidders shall take note of the following conditions:**

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed 14 days
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 120 (Ninety) days.
4. An approved and project specific Health and Safety file within 14 days upon appointment.
5. No correction fluid to be used and all errors to initialled

**Queries relating to the issue of these documents may be addressed in writing to:**

Mr. Siyavuya Mazwai [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za)

## 1.2.Stage 1- Local Production and Content for Designated Sectors and Local Content Declaration

Declaration of Local Content: Only locally manufactured products with a minimum threshold of 100% for local production and content will be considered as stated in the National Treasury designation sectors: Steel Value-Added Products; and Primary Steel Products as per the table below

Bids in respect of the provision of designated sector for local production and content, must contain the minimum threshold for local production and content as indicated in the table below:

Designated Sector / Sub-sector / Industries	Minimum threshold for local content
<b>Steel Construction Materials</b>	
Steel Value -Added Products	100% (See Table 1a)
Primary Steel Products	100% (See Table 1b)
Roof Cladding Products	100% (See Table 1a)

For more details on the designated sectors for local production and their minimum threshold and any amendment from time to time, please visit the following website [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) .

### Table 1

Table 1 provides the stipulated minimum threshold for local content and production for steel products and components for construction as



**Table 1a: Minimum local content for Steel Value-added Products**

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

**Table 1b: Minimum local content for Primary Steel Products**

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

- Bidder that fails to meet the minimum stipulated threshold for local production and content will be unacceptable and will not proceed to stage 2
- The exchange rate stipulated for the calculation of local content must be the exchange rate published by the SARB at 12h00 on the date, 7 calendar days prior to the closing of the bid
- Only the SABS approved technical specification number SATS 1286:2011 shall be used to calculate local content.
- The following formulae shall be used to calculate the local content.

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

Where

X = is the imported content in ZAR

Y = tender price in ZAR excluding VAT

Before completing the declaration certificate, 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 (Edition1) 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)].

**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.**

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. The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

A bid will be disqualified if –

- The Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

A bid may be disqualified if

- The bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

### 1.3. STAGE 2 - PREFERENTIAL PROCUREMENTS

In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to price quotations and tenders/bids with a Rand value equal to, or above R2 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.

Preference points for request for quotation shall be awarded for price and the specific goals. The maximum points for this bid are allocated as follows:

CRITERIA	APPLICABLE POINTS	APPLICABLE POINTS
	Allocation where the lowest Bidder is between R2000 and R100 000	Allocation where the lowest Bidder is between R100 000 and R1 000 000
a) Price	80	80
b) Specific Goals		
• Eastern Cape Based Supplier	20	12
• owned enterprises	51% women	4
• owned enterprises	51% youth	4
<b>Total points for Price and SPECIFIC GOALS</b>	100	100

- a) The applicable preference point system for this tender is the 80/20 preference point system and will be applied as per the table above

Points for this tender shall be awarded for:

- (i) Price; and
- (ii) Specific Goals.

- b) The points scored by the tenderer/bidder for Price will be added to the points scored for specific goals to obtain the bidder's total points scored out of 100 points.
- c) If two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for specific goals.
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.
- e) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- f) The bidder obtaining the highest number of total points will be awarded the contract.
- g) Points scored will be rounded off to the nearest 2 decimal places.

#### h) Price

- (i) The lowest acceptable bid will score 80 points for price.

#### i) Specific Goals

- (i) A maximum of 20 points will be awarded for specific goals as per the table above. In order to claim specific goal points, bidder is required to complete SBD 6.1 which includes declaration for company/firm location and provide documentary proof of location.

## Annex A

### Standard Conditions of Tender

*The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8<sup>th</sup> of August 2019 (See [www.cidb.org.za](http://www.cidb.org.za)).*

#### A.1 General

##### A.1.1 Actions

A.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 A.2 and A.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

A.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. Tenderers 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 at the start of any deliberations relating to 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.*

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

##### A.1.2 Tender Documents

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

##### A.1.3 Interpretation

A.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.

A.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.

A.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 fulfill 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.
- b) 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;

#### **A.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 readily read, copied and recorded. Communications 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.

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

A.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.

A.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

A.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **A.1.6 Procurement procedures**

##### **A.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to A.3.13, be concluded with the tenderer who in terms of A.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.

### **A.1.6.2 Competitive negotiation procedure ( Not Applicable)**

A.1.6.2.1 Where the tender data require 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 A.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of A.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

A.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 A.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.

A.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.

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

### **A.1.6.3 Proposal procedure using the two stage-system**

#### **A.1.6.3.1 Option 1 (Not Applicable)**

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.

#### **A.1.6.3.2 Option 2 (Not Applicable)**

A.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.

A.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.

## **A.2 Tenderer's obligations**

### **A.2.1 Eligibility**

A.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.

A.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.

## **A.2.2 Cost of tendering**

A.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.

## **A.2.3 Check documents**

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

## **A.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.

## **A.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.

## **A.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.

## **A.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.

## **A.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.

## **A.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.

## **A.2.10 Pricing the tender offer**

A.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 fourteen (14) days before the closing time stated in the tender data.

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

A.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.

A.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.

### **A.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.

### **A.2.12 Alternative tender offers**

A.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.

A.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.

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

### **A.2.13 Submitting a tender offer**

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

A.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.

A.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.

A.2.13.4 Sign (Signature by authorized personnel) 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.

A.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.

A.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.

A.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.

A.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.

A.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.

### **A.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.

### **A.2.15 Closing time**

A.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.

A.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.

### **A.2.16 Tender offer validity**

A.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.

A.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.

A.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted 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 stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

A.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".

### **A.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.*

### **A.2.18 Provide other material**

A.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 employer's request, the employer may regard the tender offer as non-responsive.

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

### **A.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.

### **A.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.

### **A.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.

### **A.2.22 Return of other tender documents**

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

### **A.2.23 Certificates**

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

## **A.3 The employer's undertakings**

### **A.3.1 Respond to requests from the tenderer**

A.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.

A.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.

### **A.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) working 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.

### **A.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.

### **A.3.4 Opening of tender submissions**

A.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.

A.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.

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

### **A.3.5 Two-envelope system ( Not Applicable)**

A.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.

A.3.5.2 Evaluate 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.

### **A.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.

### **A.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.

### **A.3.8 Test for responsiveness**

A.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.

A.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.

### **A.3.9 Arithmetical errors, omissions and discrepancies**

A.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.

A.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 A.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 item 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.

A.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.

A.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.

### **A.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.

### **A.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.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
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

**A.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.

**A.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.

**A.3.13 Acceptance of tender offer**

Accept the 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.

### **A.3.14 Prepare contract documents**

A.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 other revisions agreed between the employer and the successful tenderer.

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

### **A.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.

### **A.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.

### **A.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.

### **A.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 comer

cial interests of tenderers or might prejudice fair competition between tenderers.

## ANNEXURE B

### ADDITIONAL CONDITIONS OF TENDER OF ECDC

*Where the CIDB standard condition of tender does not address the following, clauses on the ECDC standard conditions of tender, the ECDC Standard condition of tender will be additional.*

#### 1.1 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

#### 1.2 Alternative Bid

Alternative Bids will not be accepted

#### 1.3 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

#### 1.4 Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

#### 1.5 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made 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)

## VALUE ADDED TAX (VAT)

**Prices quoted by VAT Vendors MUST be inclusive of VAT** and as such any price charged by the vendor in respect of any taxable supply of goods or services shall for the purposes of the VAT Act Section 64(1) be deemed to include any tax payable in terms of section 7(1) (a) in respect of such supply, whether or not the vendor has included tax in quote/bid price

In all instances where bidders ( including VAT Vendors) have excluded VAT from the prices quoted , such prices must be evaluated excluding VAT and if the bidder is successful , the letter of award of contract will state that the price at which the contract is awarded is exclusive of VAT and the VAT will not be added on at any stage .

**The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.**

### 1.6 Confidentiality

The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the Proposals shall be conducted in closed sessions and members of the different Committees in the Procurement process and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person either than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.

Any document, shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

### 1.7 Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

The Service Provider shall Provide ECDC the sole and exclusive right to alter and adapt the work.

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

### 1.8 Ethics

Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the various ECDC Procurement Committee's or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.



## **1.9 Competition**

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

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.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Bidders Disclosure, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

## **1.10 Cancellation of Bid Process**

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

## **1.11 Interviews**

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The ECDC reserves the right to appoint a bidder without conducting interviews.

## **1.12 Contract award**

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level

agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the General Conditions of Contract for Construction (2015 edition)

Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The ECDC will not entertain any request of feedback before the final awarding of the contract.

### **1.13 Supplier Due Diligence**

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

### **1.14 Disclaimer**

- 1.14.1 This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.
- 1.14.2 Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.
- 1.14.3 The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session
- 1.14.4 The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.
- 1.14.5 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, 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 bidder to pay penalties and/or damages to ECDC; and
- 1.14.6 The aggregate liability of the bidder to ECDC, 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.

## 1.15 Contact and Communication

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and ECDC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	Siyavuya Mazwai
Telephone number	043 704 5600
E-mail address	<a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a>

ETHICS & FRAUD HOTLINE REPORTING CHANNELS	
HOTLINE DETAILS	
Hotline Name:	ECDC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	ecdc@behonest.co.za aidc@behost.co.za
SMS Number:	48691
Free Post	BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075
Website Link	<a href="http://www.behonest.co.za">www.behonest.co.za</a>
	<a href="http://www.behonest.co.za">www.behonest.co.za</a>

Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **T2.2 - Returnable schedules**

**ANNEXURE A: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE**

**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

**Important Note:** 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>Legal Name of Bidder :</b> (Same as CSD)	
<b>Trading Name of Bidder:</b> (Same as CSD)	
<b>Company Registration Number</b> (Same as CSD)	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Contact Person (of the JV if a the Bidder is a JV)</b>	
<b>Title/Position in the Firm</b>	
<b>Mobile Number (of the JV if a the Bidder is a JV)</b>	
<b>Bidder Telephone Number (of the JV if a the Bidder is a JV)</b>	
<b>Facsimile Number</b>	
<b>Email Address of Contact Person (of the JV if a the Bidder is a JV)</b>	
<b>Email Address of Bidder(of the JV if a the Bidder is a JV)</b>	
<b>Tax Reference number</b>	
<b>VAT Registration Number</b> (Same as CSD)	

Central Supplier Database Number	MAAA
CIDB Registration Number	
<b>B-BBEE STATUS VERIFICATION</b>	

**Very Important:**  
**(Attach B-BBBEE Status Verification from Accredited Service Provider or B-BBBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)**

<b>Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	<b>Are you a foreign based supplier for the Goods/Services/Works Offered?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

Is the Entity a resident of the Republic of South Africa (RSA)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have any source of income in the RSA	<input type="checkbox"/> Yes <input type="checkbox"/> No

**If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register**

**VERY IMPORTANT**

Where a person within the Bidding Entity is an Employee of the State, Bidder should

- a)** submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA")
- b)** submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee

ECDC reserves the right to verify such information from their AO/AA

**SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:**

**I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR BID AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)**

.....  
**(NAME OF BIDDER).**

Print Name

Date

Designation

Signature

Location		
1	Where is the Bidder's main office?	
	Other offices:	



**Profile**

1 How many full-time staff will be involved in this project?

2 Provide the names of the full-time staff members and indicate the portfolios for which they are responsible.

	Name of staff member	Role and Responsibility	Qualification. Submit proof of certificates (certified)	Years of Experience in Civil WorksConstruction
		Site Agent		
		General Foreman		
		Health and Safety Officer		

3. Comments:

**Experience**

1 Provide details of the Company's experience in working on similar projects (maximum of 5).  
Attach Reference Letters ( If there are no Reference letters there will be no allocation of points

	Projects Completed	Date Completed	Description of Works of project	Contactable References

2 Comments:

## Annexure C: Pricing Schedule

**Note:** Mandatory Requirement. Failure to complete and sign this document will result in the bid being non responsive

The ECDC reserves the right to negotiate any aspect of the proposed fees/pricing and disbursements with the preferred Bidder and shall not be bound to the fees/pricing and disbursements submitted by any Bidder.

The Bid Fees/Prices must remain valid for a period of 90 days from date of closure of bid.

Price will remain fixed and firm for the duration of the project.

KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER THIS IN YOUR PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION

### 7. Bills of Quantities

Bill of Quantities for the fixing of B4.1 IBIKA (UKUAHKA t/a PROJECTVIEW)-BUTTERWORTH. All rates to include material cost, transportation, hoisting, labour, and profit.

No	Item Description	Unit	Quantity	Rate	Amount
1	Remove all existing Translucent polycarbonate sheet fixed to iron purlins.	m2	405		
2	Remove all existing steel iron steel cover flashing.	m	336		
3	Sand down, clean gutters and apply 4mm thick torch On Waterproofing - Mineral Stone which is 1m wide with Granulate Slate Chip on the upside. To have tensile strength of 800 x 600 N	m	112		
4	Supply and fix 0. 4mm galvanised steel. 100mm X 1. 8M cover flashing.	m	336		
5	Supply and fix 0.58mm Galvanised eve Bullnose cranked IBR roof covering with pitch not exceeding 50 degrees to be 9m including curve.	m2	36		
6	1.25mm Thick IBR profile translucent polycarbonate sheeting fixed to iron purlins all in strict accordance with manufacturer's instructions.	m2	495		
7	6mm normal strength polyvinyl butyllaminated clear float safety glass in rectangular panes exceeding 0.5m2 but not exceeding 1m2 in area, glazed to steel frame.	m2	21		
Sub Total					
P & G at 10 %					
Sub Total					
Contingences 10%					
Sub Total					
VAT 15%					
Total					

<b>SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)</b>		<b>DATE</b>	
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**Annexure D: BIDDER'S DISCLOSURE (SBD4)**

**Note:** Mandatory Requirement. Failure to complete and sign this document will result in the bid being nonresponsive.

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state? Yes  No

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? Yes  No

- If so, furnish particulars:

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

- If so, furnish particulars:

**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>1</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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 5 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 05 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

(Note: Attach Delegation of Authority)

\_\_\_\_\_

**ANNEXURE E: STATEMENT OF CONSENT TO DATA PROCESSING**

**In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)**

1. I, \_\_\_\_\_ (full names of the **client/applicant**),

Identity number \_\_\_\_\_ (“**the applicant**”)

do hereby grant my consent to the Eastern Cape Development Corporation (“the ECDC”) and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.

2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document.**
6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.
7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.
9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit).**
10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

<b>SIGNATURE of the DELEGATED AUTHORITY</b>		<b>DATE</b>	
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**SBD 6.1: Complete in full and sign**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **Principle applicable for this tender /quotation is:**

a) The applicable preference point system for this tender is the **80/20** preference point system as per the table below.

1.3 Points for this tender shall be awarded for:

- (iii) Price; and
- (iv) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

CRITERIA		APPLICABLE POINTS	APPLICABLE POINTS
		Allocation where the lowest Bidder is between R2000 and R100 000	Allocation where the lowest Bidder is between R100 000 and R1 000 000
a)	Price	80	80
b)	Specific Goals		
•	Eastern Cape Based Supplier	20	12
•	owned enterprises		4
•	owned enterprises		4
<b>Total points for Price and SPECIFIC GOALS</b>		<b>100</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time

subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

### 3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS



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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

The specific goals allocated points in terms of this tender	APPLICABLE POINTS  Allocation where the lowest Bidder I between R2000 and R100 000	APPLICABLE POINTS  Allocation where the lowest Bidder is between R100 000 and R1 000 000	Number of points claimed  Allocation where the lowest Bidder I between R2000 and R100 000  (To be completed by the Tenderer)	Number of points claimed (80/20 system)  Allocation where the lowest Bidder is between R100 000 and R1 000 000  (To be completed by the tenderer)
a) Price	80	80		
b) Specific Goals				
• Eastern Cape Based Supplier	20	12		
• 51% women owned enterprises		4		
• 51% youth owned enterprises		4		
<b>Total points for Price and SPECIFIC GOALS</b>				
	100	100		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3 Name of company/firm.....
- 4.4 Company registration number: .....
- 4.5 TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

## SBD 6.2 – Declaration Certificate For Local Production And Content for Designated Sector

**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

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 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 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/manufactured goods with a stipulated minimum threshold for local production and content will be considered.

**1.3.** Where necessary, for bids referred to in paragraphs 1.2 , 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 imported content

y bid price 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, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1268:2011 is accessible on <http://www.thedti/industrialdevelopment/ip.jsp> at no cost**

**1.6.** A bid will 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. Definitions

**2.1.** “bid” includes advertised competitive bids, written price quotations or proposals;

**2.2.** “bid price” price offered by the bidder, excluding value added tax (VAT);

**2.3.** “contract” means the agreement that results from the acceptance of a bid by an organ of state;

- 2.4. “designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production,
- 2.5.** where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.6. “duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.7. “imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and
- 2.8.** which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.9. “local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.10. “stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.11. “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.

**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

Designated Sector / Sub-sector / Industries	Minimum threshold for local content
<b>Steel Construction Materials</b>	
Steel Value -Added Products	100% (See Table 1a)
Primary Steel Products	100% (See Table 1b)

For more details on the designated sectors for local production and their minimum threshold and any amendment from time to time, please visit the following website [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) .

**Table 1a: Minimum local content for Steel Value-added Products**

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

**Table 1b: Minimum local content for Primary Steel Products**

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

4. Does any portion of the services, works or goods offered have any imported content?  
(Tick Applicable Box)

YES		NO	
-----	--	----	--

4.1. 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, one week (7 calendar days) prior to the closing date of the bid.

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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

**IN RESPECT OF BID No.** .....

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

**NB**  
 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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_development/ip.jsp).

Bidders should first complete Declaration D After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C.

**Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph C below.**

Declaration D and E should be kept by the Bidder for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

The facts contained herein are within my own personal knowledge.

I have satisfied myself that

- the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011 and

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 and information contained in Declaration D and E which has been consolidated in Declaration C above :

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 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).

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

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

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

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

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

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

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

The below listed declarations are attached in the next three pages that follow;

- **Declaration C SATS 1286.2011**
  - Local Content Declaration – Summary Schedule
  
- **Declaration D SATS 1286.2011**
  - Imported Content Declaration – Supporting Schedule to declaration C
  
- **Declaration E SATS 1286.2011**
  - Local Content Declaration \_- Supporting Schedule to declaration C
  
- Bidders should first complete annexure D, after completing annexure D, bidders should complete annexure E and then consolidate the information on annexure C.
- Annexure C should be submitted with the with the bid documentation on the closing date in order to substantiate the declaration made on annexure J.
- The successful bidder is required to continuously update annexures C, D and E with the actual for the duration of the contract.
- Bidders should obtain copies of certificates of trading the subject materials from manufactures/suppliers and attach them in the bid document in order to substantiate annexure J above.

**Templates of Declarations C, D and E follow;**



### Annex C

#### Local Content Declaration - Summary Schedule

(C1) Tender No. RFQ00388/2023  
 (C2) Tender description: Repairs and maintenance at B4.1 IBIKA used by Ukuakha  
 (C3) Designated product(s) Steel Products and Components for Construction (100%)  
 (C4) Tender Authority: Eastern Cape Development Corporation  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate: Pula E GBP  
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C2)	(C3)	(C4)	(C5)	(C6)	(C7)	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)
	Palasade steel gate										
	Palesade steel fence										
	Posts										
	Panels										
	Heavy Duty Sliding gate										
	Heavy Duty support posts										
	Stoppers and drop tubes										
	Heavy Duty pedestrian gate										
							(C14) Total tender value				
							(C15) Total Exempt imported content				
							(C16) Total Tender value				
							(C23) Total	(C24) Imported content			
							(C25) Average	Total local content			
								local content % of tender			

Signature of tenderer (Delegated Person Attach Delegation of Authority) .....

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

Note: VAT to be excluded from all calculations.

**A. Exempted imported content**

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Currency value as per Foreign Commercial Invoice	Tender Exchange Rate	Calculation of imported content			Total landed cost excl VAT	Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties		Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempt in	

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content			Total landed cost excl VAT	Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties		Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(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	Tender Rate of Exchange	Calculation of imported content			Total landed cost excl VAT	Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties		Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3rd party	

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Summary of payments
(D46)	(D47)	(D48)	(D49)	(D50)	Local value of payments
					(D51)

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

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

Signature of tenderer from Annex B \_\_\_\_\_

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

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 90%;" type="text"/>
(E2)	Tender description:	<input style="width: 90%;" type="text"/>
(E3)	Designated products:	<input style="width: 90%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 90%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 90%;" type="text"/>

**Note:** VAT to be excluded from all calculations

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

(E10)	Manpower costs	(Tenderer's manpower cost)	<input style="width: 90%;" type="text"/>
(E11)		(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 90%;" type="text"/>
(E12)		(Marketing, insurance, financing, interest etc.)	<input style="width: 90%;" type="text"/>
		(E13) Total local content	<input style="width: 90%;" type="text"/>

Signature of tenderer from Annex B

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

## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### **2. GENERAL**

#### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to 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.

#### **NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

#### **2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

#### **2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

##### **2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1.1 Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

### 2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

## 3. ANNEXURE C

### 3.1. Guidelines for completing Annexure C: Local Content Declaration –

#### Summary Schedule

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

#### **C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

#### **C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

#### **C4. Tender Authority**

Supply the name of the tender authority.

#### **C5. Tendering Entity name**

Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd).

#### **C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

**4. ANNEXURE D**

**4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Anybody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed



cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc.).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

**5. ANNEXURE E**

**5.1. Guidelines to completing Annexure E: “Local Content Declaration- Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

**E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

**E4. Tender authority**

Supply the name of the tender authority.

**E5. Tendering entity name**

Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd) Ltd).

**Local Goods, Services and Works**

**E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

**E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

**E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

**Declaration of The Value of Work To Be Sub-Contracted By Bidder**

Bidder: \_\_\_\_\_ Ref No: RFQ00388/2023

Any portion of the work that will be sub-contracted must be indicated as follows:

Description of Work to be Sub-Contracted	Value of Work (R)	% of Work to be Sub-Contracted

Signed: \_\_\_\_\_

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



**CLIENT REFERENCE FOR COMPLETED PROJECTS – (TO BE SUBMITTED WITH COMPLETION CERTIFICATE)**

**REPAIRS AND MAINTENANCE AT B4.1 IBIKA Used By (UKUAHKA t/a PROJECTVIEW)- BUTTERWORTH**

**– RFQ00388/2023**

SERVICE PROVIDER:

.....

CLIENT:

.....

PROJECT:

.....

CONTRACT AMOUNT: ..... CONTRACT DURATION: .....

PROJECT SCOPE (DESCRIPTION OF WORKS):

.....

.....

.....

SERVICE PROVIDER'S ROLE (SCOPE OF SERVICES PROVIDED):

.....

.....

Description / Performance	Poor (1)	Fair (2)	Good (3)	Very Good (4)	Excellent (5)
1.Knowledgeable in the field in which this quotation relates to					
2.Quality Performance					
3.Time Performance					
4.Financial Performance					

Remarks:

.....

.....

NAME & DESIGNATION: .....

TEL: ..... FAX: .....

SIGN.....

**REPAIRS AND MAINTENANCE AT B4.1 IBIKA Used By (UKUAHKA t/a PROJECTVIEW)-BUTTERWORTH**

**– RFQ00388/2023**

We 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
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required

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

Name : \_\_\_\_\_ Capacity : \_\_\_\_\_

Tenderer : \_\_\_\_\_

## **THE CONTRACT**

### **Part C1: Agreements and Contract data**

C1.1 - Form of offer and acceptance

C1.2 - Contract data

C1.3 - Performance Bond

C1.4 - Adjudicator's contract

## **C1.1 - Form of offer and acceptance**

**Annexure B:**

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

**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**Project: REPAIRS AND MAINTENANCE AT B4.1 IBIKA Used By UKUAHKA t/a PROJECTVIEW)- BUTTERWORTH**

**Bid No : RFQ00388/2023**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender 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:**

**R ..... (in figures)**

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

**Rand (in words)**

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 Service Provider in the conditions of Contract identified in the Contract Data.

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....



Trading under the name and style of:  
 .....

**AND WHO IS:**  
 Represented herein, and who is duly authorized to do so,  
 by:  
 Mr/Mrs/Ms:  
 .....  
 In his/her capacity as:  
 .....

**Note:**  
 A resolution/power of attorney, signed by all the  
 directors/ members/ partners of the legal entity must  
 accompany this offer, authorizing the representative to  
 make this offer.

**SIGNED FOR THE TENDERER:**

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

**SIGNED BY WITNESS:**

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

The tenderer elects as its *domicilliumcitandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)  
 .....  
 .....

Other contact details of the tenderer are:  
 Telephone no  
 :.....  
 Cellular phone no  
 :.....  
 Fax no  
 :.....  
 Postal address  
 :.....  
 Banker  
 :.....  
 Branch  
 :.....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, ECDC accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the ECDC and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
  - Pricing data
  - Scope of work.
  - Site information and drawings
- and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and ECDC during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ECDC's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**Signed for the ECDC:**

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

**Witnessed by:**

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

**Schedule of deviations/addenda**

**It is compulsory to sign this schedule if there have been any addendums during the bid**

**By signing this, the Bidder confirms that the following communication received from the Employer before the submission of this offer, amending the tender document have been taken into account in the tender offer**

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to 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 agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender document 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 document arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	<b>Subject</b>	
	<b>Details</b>	
2	<b>Subject</b>	
	<b>Details</b>	
3	<b>Subject</b>	
	<b>Details</b>	

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

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

**Signed for the ECDC**

Name of Representative	Capacity	Signature

**Signed by Bidder:**

Name of Representative	Capacity	Signature

## **C1.2 - Contract data**

## PART 1: DATA PROVIDED BY THE EMPLOYER

### CONDITIONS OF CONTRACT

The JBCC Minor Works Agreement (Edition 5.2 – May 2018) prepared by the Joint Building Contracts Committee is applicable to this contract and a copy to be purchased by the contractor.

The documentation required before commencing with the Works execution are:

- Health and Safety Plan
  - Methodology on how to proceed with work while building is occupied.
  - Initial programme
  - Security
  - Insurance
  - Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
  - The time to submit the documentation required before commencement of the Works is: **14 Calendar Days**.
  - The penalty for failing to complete the Works is: 1.00c / R100 of contract value (excl. VAT) per calendar day.
- Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA			
Clause	Data		
1.1.1.13	The Defects Liability Period is: <b>Three (03) calendar months</b> measured from the date of the practical completion issued.		
1.1.1.14	The time for achieving Practical Completion for this project is: <b>(3) calendar months</b> from the Commencement Date.		
1.1.1.15	The name of the Employer is: <b>Eastern Cape Development Corporation (ECDC)</b>		
1.1.1.36	The following additional definition applies:- <b>Letter of Notification</b> : Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers.		
1.2.1.2	Delivery of Notices The following two additional sub-clauses, covering alternative methods of communication, apply: -		
1.2.1.2.1	Sent by facsimile or any like communication irrespective of it being during office hours or otherwise.		
1.2.1.2.2	Posted to the addressee for certified delivery by the postal Authorities		
1.2.1.2	The address of the Employer for receipt of communications is:  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201</td> <td style="width: 50%;"><u>Postal address:</u> P.O Box 11197 Southernwood 5213</td> </tr> </table> Tel : +27 43 704 5600	<u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201	<u>Postal address:</u> P.O Box 11197 Southernwood 5213
<u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201	<u>Postal address:</u> P.O Box 11197 Southernwood 5213		

2.1.4	<p>The following additional clause applies:-</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:</p> <p>(a) The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</p> <p>(b) The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.</p> <p>(c) The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>(d) The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.</p> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p>
2.4.3	<p>The following additional clause applies:-</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows :</p> <ol style="list-style-type: none"> <li>1. Project Specifications</li> <li>2. Special Conditions of Contract</li> <li>3. General Conditions of Contract</li> <li>4. Conditions of Tender</li> <li>5. Standardised/Particular Specifications</li> <li>6. Contract Drawings</li> <li>7. Schedule of Quantities</li> </ol>
2.5.1	<p>The following additional clause applies:-</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <ul style="list-style-type: none"> <li>- An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</li> <li>- The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</li> <li>- The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</li> <li>- The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</li> </ul>

4.3.3	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
4.4.1	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
5.3.1	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6.1.3)</li> <li>• Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)</li> </ul>
5.3.2	<p>The time to submit the documentation required before commencement of the Works is: <b>14 calendar days</b></p>
5.4.2	<p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p>
5.4.3	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
5.1.1 & 5.8.1	<p>The non-working days are: <b>Saturdays and Sundays.</b></p> <p>The special non-working days are:</p> <p>(1) <b>All gazetted public holidays falling outside the year end break.</b>  (2) <b>The year end break commencing on 14 December 2023 and ending on 04 January 2023 both days included.</b></p>
5.14.1	<p>The requirements for achieving Practical Completion shall mean: <b>the commissioning and full operation as listed in the scope of works for each phase of the works.</b></p>
5.14.7	<p>Different dates to achieve Practical Completion <b>will not be permitted.</b></p>
5.16.3	<p>The latent defect period is: <b>Three (03) months.</b></p>
6.2.1	<p>The security to be provided by the Contractor shall be a performance <b>guarantee of 5%</b> of the Contract Price plus retention of 5% of the value of the Works. The performance guarantee shall contain the wording of the document included in PART 3 (Pro-forma Forms).</p>





## C1.3 – Form of Guarantee

**PART 3: FORM OF GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS** “Guarantor: means:

.....

Physical address:

..... ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

“Employer” means:

.....

“Contractor” means:

.....

“Employer’s Agent” means:

.....

“Works” means:

.....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:

.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:

.....

Type of Performance Guarantee: ..... (*Insert Variable or Fixed*)

“Expiry Date” means: ..... (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**CONTRACT DETAILS**

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE  
PRO FORMA**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**Contract No:** RFQ00388/2023

**Project Name:** REPAIRS AND MAINTENANCE AT B4.1 IBIKA Used By UKUAHKA t/a PROJECTVIEW)-  
BUTTERWORTH

WHEREAS **Eastern Cape Development Corporation**  
(hereinafter referred to as the Employer")

entered into, a Contract with:

.....  
(hereinafter called "the Contractor")

on the ..... day of ..... 20 .....,

for .....  
(Describe briefly what is to be procured)

at .....  
(Indicate site location)

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS ..... has / have  
at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE .....  
do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of

.....  
.....

Rand (in words);

R

.....  
(in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at

.....

on this ..... day of ..... 20.....

Signature .....

Duly authorized to sign on behalf of .....

Address .....

.....  
.....

As witnesses:

1 .....  
Name Signature

2 .....  
Name Signature

C1.4 – Agreement in Terms of Section 37(2) of the Occupational Health & Safety Act (Act No 85 of 1993)

**PART.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

THIS AGREEMENT made between:

.....  
(Hereinafter referred to as "the Employer")

of the one part, herein represented by:

.....

in his capacity as

.....

AND:

.....  
(Hereinafter referred to as "the Mandatory")

of the other part, herein represented by:

.....

in his capacity as

.....

and being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz.

Contract No.

.....

Title:

.....

and has accepted a tender by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatory by an order in writing from the Employer's Agent, to either:
  - (a) the date of the final certificate issued in terms of Clause 6.10.9 of the General Conditions of Contract for Construction Works 2015, 3<sup>rd</sup> Edition (hereinafter referred to as "the GCC 2015"), as applicable to this Contract, or
  - (b) the date of termination of the contract in terms of Clause 9.1 or Clause 9.2 of the GCC 2015.
3. The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8: General duties of Employers to their employees;
    - (ii) Section 9: General duties of Employers and self-employed persons to persons other than employees;
    - (iii) Section 37: Acts or omissions by employees or mandatories; and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

3. In addition to the requirements of Clause 4 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
4. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
5. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective Employers will at all times comply with the following conditions:
  - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

For and on behalf of the **EMPLOYER**

At ..... on this ..... day of ..... 20.....

**SIGNATURE:** ..... **Capacity:** .....

**WITNESSES:**

**SIGNATURES:** (1) ..... **Name:**.....

(2) ..... **Name:** .....

For and on behalf of the **MANDATORY**

At ..... on this ..... day of ..... 20.....

**SIGNATURE:** ..... **Capacity:**.....

**WITNESSES:**

**SIGNATURES:**(1) ..... **Name:** .....

(2) ..... **Name:** .....

**Part C2: Pricing data**  
C2.2 - Bill of Quantities

(See Attached)



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

**Bills of Quantities**

Bill of Quantities for the fixing of B4.1 IBIKA (UKUAHKA t/a PROJECTVIEW)-BUTTERWORTH. All rates to include material cost, transportation, hoisting, labour, and profit.

No	Item Description	Unit	Quantity	Rate	Amount
1	Remove all existing Translucent polycarbonate sheet fixed to iron purlins.	m2	405		
2	Remove all existing steel iron steel cover flashing.	m	336		
3	Sand down, clean gutters and apply 4mm thick torch On Waterproofing - Mineral Stone which is 1m wide with Granulate Slate Chip on the upside. To have tensile strength of 800 x 600 N	m	112		
4	Supply and fix 0. 4mm galvanised steel. 100mm X 1. 8M cover flashing.	m	336		
5	Supply and fix 0.58mm Galvanised eve Bullnose cranked IBR roof covering with pitch not exceeding 50 degrees to be 9m including curve.	m2	36		
6	1.25mm Thick IBR profile translucent polycarbonate sheeting fixed to iron purlins all in strict accordance with manufacturer's instructions.	m2	495		
7	6mm normal strength polyvinyl butyl laminated clear float safety glass in rectangular panes exceeding 0.5m2 but not exceeding 1m2 in area, glazed to steel frame.	m2	21		
				Sub Total	
				P & G at 10 %	
				Sub Total	
				Contingences 10%	
				Sub Total	
				VAT 15%	
				Total	

**Part C3: Scope of work**  
C3.1 - Scope of work

## C3.1 – Scope of Work

### C3.1 Background To ECDC

#### Vision

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

#### Mission

**To promote sustainable economic development in the Eastern Cape through focused:**

- a) Provision of innovative development finance
- b) Leveraging of resources, strategic alliances, investment and partnerships.

**Your Growth is our satisfaction**

#### Legislative Mandate

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statement

and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT).

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

### 1.1 Scope of Works

#### 1.1.1 The works comprise the following main activities:

- Remove all existing Translucent polycarbonate sheet fixed to iron purlins. Remove all existing steel iron steel cover flashing.
- Sand down, clean and apply 4mm thick torch On Waterproofing - Mineral Stone which is 1m wide with Granulate Slate Chip on the upside. To have tensile strength of 800 x 600 N
- Supply and fix 0.4mm galvanised steel. 100mm X 1.8M cover flashing.
- Supply and fix 0.8mm Galvanised eve Bullnose cranked IBR roof covering with pitch not exceeding 50 degrees to be 9m including curve.
- 1.25mm Thick IBR profile translucent polycarbonate sheeting fixed in conjunction with roof sheeting to iron purlins all in strict accordance with manufacturer's instructions.
- 6mm normal strength polyvinyl butyl-laminated clear float safety glass in rectangular panes exceeding 0.5m<sup>2</sup> but not exceeding 1m<sup>2</sup> in area, glazed to steel frame.

### 1.1.2 Location of the Works

Ibika Industrial Zone is situated approximately 5km west of Butterworth. The will be done at No: u010B41 IBIKA.

### C1.4 Inspection

#### 1.4 Inspection Tests and Analysis

It is a bid condition that supplies to be produced or services to be rendered shall at any stage during the production or execution or 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 ECDC or organization acting on behalf of the ECDC.

There will be consecutive inspection that will be conducted and to be witnessed by ECDC and their representatives,

## C1.5 CONDITIONS OF SCOPE OF WORK

### 1.5.1 Responsibilities and duties

Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.

The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.

The Services Provider shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

### 1.5.2 Obligation to perform and sub-contracting

The bidder shall notify ECDC 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 bidder from any liability or obligation under the contract.

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

### 1.5.3 Performance guarantee ( This Should be Read to Contract Conditions

Within fourteen (14) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.

The proceeds of the performance security shall be payable to ECDC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to ECDC and shall be in one of the following forms:

A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to ECDC, in the form provided in the bid documents or another form acceptable to ECDC; or

A cashier's or certified cheque

The performance security will be discharged by ECDC and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

#### 1.5.4 **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, ECDC 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 contractor to ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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.

#### 1.5.5 **ECDC facilities**

Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.

The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

Abide by the health, safety and security measures as prescribed by ECDC from time to time;

To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

#### 1.5.6 **Force majeure**

If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the case thereof. Unless otherwise directed by ECDC in writing, the bidder 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.

#### 1.5.7 **Spare parts (Not Applicable)**

The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the bidder:

Such spare parts as ECDC may elect to purchase from the bidder, provided that this election shall not relieve the bidder of any warranty obligations under the contract; and In the event of termination of production of the spare parts:

Advance notification to ECDC of the pending termination, in sufficient time to permit ECDC to procure needed requirements; and

Following such termination, furnishing at no cost to ECDC, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 1.5.8 **Insurance**

The contractor shall affect and maintain all required and/or necessary insurances in accordance with Clause 8.6 and Subclauses of the GCC2015 third edition contract (GCC 2015), as applicable.

#### 1.5.9 **Responsibility to perform**

Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract.

If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after

receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder'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.

ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.

A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.

ECDC 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 goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

ECDC may also consider termination of the contract.

#### **1.5.10 Duration of the contract**

The construction project duration is estimated to be **3 Months** from date of appointment.

The successful Bidder shall be required to complete and submit the signed and duly completed client recommended Services Level Agreement.

Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling 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 bidder'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 bidder. (N/A)

#### **1.5.11. Payments and tax**

Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

ECDC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.

The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.

Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum;

A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.

A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

### 1.5.12 Contractor's Domestic Subcontractors

Bidders shall make allowance in their preliminaries and general for any additional costs in this regard, for example, for the preparation of work packages, management of the subcontractors including site supervision, drafting and conclusion of subcontract agreements, subcontractor OHS plan approvals, etc, that may arise due to this commitment.

The contractor shall appoint all domestic subcontractors in terms of an agreement that provides for fair and equitable conditions of contract compatible with this agreement.

All work or installations and the associated risks related to domestic subcontractors shall be the direct responsibility of the contractor.

### C3.5.1 Construction Programme & Methods

#### a) Time for Completion and Programme

The Works shall be completed within 3 months, which period includes the normal days of inclement weather (as specified in Clause 42.1 of C1.2 Contract Data of this document), but is exclusive of the year end break, and special non-working days falling outside thereof.

The Contractor will be required to develop and maintain for the full duration of the contract, a Works Programme, the purpose of which it will be to ensure that the work is carried out and controlled in such a way that the Contract is completed within the time stated in the tender or in the time extended by the Engineer in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, and restricted working space, the availability of material, machines and labour into account during the tender stage and in compiling of a Construction Programme

#### b) Construction Programme

The Contractor must submit his Construction Programme within the time stated in the Appendix to the Tender. The programme is subject to the Engineer's approval and remains so for the duration of the Contract.

This programme shall be in the form of a Gantt bar chart or other time/activity form acceptable to the Engineer. The unit of measurement in respect of the time periods of activities will be weeks.

The programme shall reflect at least the following information:

- (i) A description of each of the major activities to be carried out during the Contract and the sequence in which they will be done.
- (ii) The programmed time for executing each activity.
- (iii) The dependencies which exist between the various activities and whether these are time-related or resources-limited or both.
- (iv) The critical path of activities on which final completion of the Works is dependent.
- (v) The amount of slack time for non-critical activities.

The following is a list of the main activities that the Contractor is required to indicate on his programme which shall not be considered as being comprehensive but rather as the minimum information required by the engineer. Sub-items shall be indicated as necessary to demonstrate the proper order of the Works

- Establishment on site
- Removal of the existing fixed lights
- Removal of cover flushing
- Supply and fixing of Fixed lights
- Supply and fix cover flushing
- Torched on water proofing
- Removal of damaged IRB
- Supply and fixing of IBR

The following details shall also accompany the programme:



- (i) Proposed number of working hours per day, working days per week, "pay weekends" (if any), and any proposed holiday or other shut down periods.

If during the course of the Contract the progress of work falls behind on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall within one week of being notified by the Engineer submit a revised programme. If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the Time for Completion as defined in the General Conditions of Contract, taking extension of time granted into account. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and plant on site, or by using the available resources in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programme shall be sufficient reason for the Engineer to take steps as provided in Clause 55 of the General Conditions of Contract.

**Once approved by the Engineer in writing, this programme shall be known as the Contract**

Programme and shall be revised only as described below. Minor revisions to the Contract Programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer require a major revision to the Contract Programme for whatever reason, the Contractor shall be notified in writing and such revision shall be submitted for approval to the Engineer within two weeks of receipt of such notification.

If a revised programme is issued, the effect on the initial critical path must be clearly indicated by the Engineer as must the steps required to be taken to ensure the completion of the contract within the stated Time for Completion.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, one paper print of the Contract Programme with detailed programmes (as described below) duly marked up to reflect the actual progress up to that date.

**c) Reporting**

The Contractor shall submit to the Engineer at least three days before each monthly site meeting a monthly progress report which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the Contract Programme.
- (ii) Highlight activities running late, indicating what steps have (or will) be taken (e.g. re-programming, additional plant and/ or labour resources, etc) to ensure that the specified date of completion is not overrun.
- (iii) Status report of all plant utilised on site.
- (iv) Status report of all labour resources employed on site.
- (iv) Status report of all material on site.

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Preliminary and General items.

**c) Methods**

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

**C3.5.2 Features Requiring Special Attention**

**a) Safety**

Since the construction occurs in a built-up area the Contractor must take the safety of the residents and their properties into account during the planning and execution of the Works. All open trenches, services, materials and machines must be protected and clearly marked.

### **C3.5.3 Workmanship and Quality Control**

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, Foremen, Surveyors, Materials Technicians, other Technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specification.

## **Environmental Specification**

## **3.2 ENVIRONMENTAL MANAGEMENT PLAN**

### **3.2.1 ROLES AND RESPONSIBILITIES OF PARTIES WITH REGARD TO THE ENVIRONMENTAL MANAGEMENT PLAN**

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this document.

### **3.2.2 THE ENVIRONMENTAL CONTROL OFFICER (ECO)**

Application of this specification is dependent on the appointment of a suitably qualified Environmental Control Officer (ECO). The Eastern Cape Development Corporation (ECDC) will appoint an ECO who will interface with the contract via the Engineer. The ECO will have the following responsibilities:

To advise the Engineer with regard to the interpretation and enforcement of the Environmental Specification;  
To supply Environmental information;  
Provide input into Environmental check-lists;  
To submit a monthly auditing report on the Contractors compliance with the Environmental Specification. These reports shall be copied to the Client, the Engineer / Project Manager and the Contractor.  
To demarcate particular sensitive sites and pass instructions through the Engineer concerning safeguards and practises in these areas.

### **3.2.3. HAZARDOUS SUBSTANCES**

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material. Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances<sup>1</sup>) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDS's shall be followed in the event of an emergency situation. The Contractor shall be responsible for training and education of all personnel on Site who will be handling hazardous material about their proper use, handling and disposal.

If potentially hazardous substances are to be stored or used on Site, the Contractor shall provide a Method Statement detailing the substances/materials to be used, together with the storage, handling and disposal procedures of the materials. The Method Statement shall also specify the proposed access route through GG.

### **3.2.3 TRANSPORT OF MATERIALS OUTSIDE THE SITE**

The Contractor shall comply with all the applicable local, regional and national by-laws with regard to road safety and the transport of materials, especially hazardous and/or toxic materials. Any claims against the Contractor shall be for their account.

### **3.2.4 SITE MANAGEMENT AND REHABILITATION**

A Site Rehabilitation Method Statement must be submitted to the Engineer for written approval.

#### **Refuse Disposal**

The Contractor shall dispose of all refuse (general waste not road construction materials other than hazardous) generated by them or their Sub-Contractors on a weekly basis at an approved waste disposal site.

#### **Waste management**

The Contractor's intended method for waste management and waste minimisation must be implemented at the outset of the contract, and approved by the Engineer. All personnel shall be instructed to dispose of all waste in the proper manner.

### 3.2.5 Solid waste

All refuse on-site shall be collected in drums and emptied at regular intervals. No waste shall be burned on site.

### Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition, and the site is to be kept free of litter.

### 3.2.5 ABLUTION FACILITIES

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided. The Contractor shall provide the necessary ablution facilities for all their personnel prior to the commencement of work and shall ensure that their personnel make use of the facilities.

### 3.2.6 EATING AREAS/ RESTING AREAS

The Contractor shall designate an eating area for his employees. The Contractor shall provide bins with lids in this area as well as a covered area to provide protection during inclement weather and in the event of exceptional heat and dust.

### 3.2.7 FIRE

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall strictly enforce the "no fire requirement" on site and shall make other provisions for cooking for his workers. The Contractor shall ensure that adequate fire fighting equipment is available to handle any construction related fire and shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

### 3.2.8 SAFETY

Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

No unauthorised firearms are permitted on Site.

In the event of an emergency the following activities are required and should be in place:

- Fire extinguishers serviced and accessible.
- Secure area from potential accidental damage e.g. vehicle collision
- Emergency and contact Numbers to be available and displayed.
- Adequate ventilation
- No stores or containers in flood line – 1:100 years.
- A well equipped first aid box should be provided at the site office



