

The appointment of a panel of service providers to supply, design, and install project (construction) signage boards on enrolled subsidy housing projects for Durban Surrounding Area



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**ASSURING QUALITY HOMES**

NATIONAL HOME BUILDERS' REGISTRATION COUNCIL(NHBRC) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

The appointment of a panel of service providers to supply, design, and install project (construction) signage boards on enrolled subsidy housing projects

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## **THE TENDER**

### **PART T1: TENDERING PROCEDURES**

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

The National Home Builders Registration Council invites quotations for the appointment of a panel of service providers to supply, design, and install project (construction) signage boards on enrolled subsidy housing projects around the country.

The following tenderers who are registered with the Construction Industry Development Board (CIDB), or are capable of being so registered prior to the evaluation of submissions are eligible to submit quotations:

- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for the installation of signage with a minimum contractor grading designation of 1SK or higher.
- Quotations from contractors registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, will not be accepted.
- Only tenderers that meet all the eligibility criteria under clause C.2.1 of the Tender Data will be considered.

Bid documents will be available on the i-tender website at [www.cidb.org.za](http://www.cidb.org.za) and NHBRC website at [www.nhbrc.org.za](http://www.nhbrc.org.za) from 02 November 2022.

#### **COMPULSORY TENDER BRIEFING AND SITE INSPECTION**

**N/A**

The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting his/her tender as to the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access of the Site, the accommodation he/she may require and in general shall him/her/herself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his/her tender. The tenderer must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Attendance of the site inspection is compulsory and a tender will be disqualified if the site inspection is not attended by a representative of the tenderer.

The quotations will be evaluated in TWO stages with stage one focusing on initial screening on Supply Chain Management (SCM) returnable requirements, stage two focusing on price and B-BBEE as outlined in this bid document. Bidders who fail to meet the minimum requirements for each stage will not be considered further.

**THE CLOSING DATE AND TIME FOR RECEIPT OF QUOTATIONS IS 17 NOVEMBER 2022 AT 11H00.**

Only Quotations complying with the following requirements will be considered:

- i) The tender is for contractors who shall have a CIDB contractor rating as outlined above
- ii) Quotations submitted on the prescribed Letter of Tender
- iii) Quotations must be submitted to relevant SCM buyer : [Malegapam@nhbrc.org.za](mailto:Malegapam@nhbrc.org.za)
- iv) Tender Bid No NHBRC/B5/RFQ001

**Late quotations will not be accepted.**

**INVITATION TO BID SBD 1**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>National Home Builders Registration Council(NHBRC)</i></b>					
BID NUMBER:	NHBRC/B5/RFQ001	CLOSING DATE:	17 November 2022	CLOSING TIME:	11h00
DESCRIPTION	The National Home Builders Registration Council seeks to appoint a service provider to supply, design, and install project (construction) signage boards on enrolled subsidy housing projects in Durban surrounding areas				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) OR AGREEMENT OF FORM OF OFFER AND ACCEPTANCE.</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *NHBRC Buyers Email address*

<b>SUPPLIER INFORMATION</b>	
NAME OF BIDDER	

POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
2. TOTAL NUMBER OF ITEMS OFFERED		3. TOTAL BID PRICE	<b>R</b>
4. SIGNATURE OF BIDDER	.....	5. DATE	
6. CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	National Home Builders Registration Council	CONTACT PERSON	Nkululeko Buthelezi
CONTACT PERSON	Malegapa Mabitsela	TELEPHONE NUMBER	n/a
TELEPHONE NUMBER	011 317 0050	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	nkululekob@nhbrc.org.za
E-MAIL ADDRESS	malegapam@nhbrc.org.za		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>		
1.1. QUOTATIONS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE QUOTATIONS WILL NOT BE ACCEPTED FOR CONSIDERATION.		
1.2. ALL QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED)		
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017		
<b>2. TAX COMPLIANCE REQUIREMENTS</b>		
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.		
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.		
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
2.6. IN QUOTATIONS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>		
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>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 SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>		
3.6.		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**IMPORTANT NOTICE**

Bidders should ensure that quotations are delivered timeously to the correct email address. If the bid is late, it will not be accepted for consideration.  
Email address for the submission malegapam@nhbrc.org.za

All quotations must be submitted on the official forms – (not to be re-typed)  
All bidders must sign a security tender register when submitting their tender documents  
Writing must be in block letters and black ink.



This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, The General Conditions of Contract (GCC) for Construction Works and any other special conditions of contract specified by NHBRC.

**TECHNICAL ENQUIRIES**

Should you require any further information in this regard, please do not hesitate to contact:

**Name:** Mr Nkululeko Buthelezi

**E-mail:** [nkululekob@nhbrc.org.za](mailto:nkululekob@nhbrc.org.za)

## T1.2 TENDER DATA

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender (Annex C as published/ amended by CIDB in August 2020) contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
C.1.1	The employer is the <b>National Home Builders Registration Council</b>
C.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The <b>single volume</b> procurement document issued by the employer comprises of the following:</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</p>

	<p>C1.3 – Construction guarantee</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Pricing Instructions</p> <p><b>Part C3 - Scope of Works</b></p> <p>C3.1 – Description of the works</p> <p>C3.2 – Construction</p> <p>C3.3 - Annexures</p> <p><b>Part C4 - Site Information</b></p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: Malegapa Mabitsele (SCM Representative)</p> <p>Address: <b>NHBRC Head office is at Joe Slovo Building, 27 Leeuwkop Road, Sandton, Sunninghill, Johannesburg, 2157</b></p>
C.1.5	<b>Cancellation and Re-Invitation of Quotations</b>
C.1.5.1	<p>An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable quotations are received.</p> <p>d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	<b>Procurement procedures</b>

C.1.6.1	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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 quotations.
C.1.6.2	<b>Competitive negotiation procedure</b>
C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
C.1.6.2.2	All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.  Notwithstanding the provisions of C.2.17, the employer may request that quotations be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
<b>C.2</b>	<b>Tenderer's obligations</b>
C.2.1	<b>Eligibility</b>  Only those tenderers who satisfy the following criteria are eligible to submit quotations:

a) CIDB registration

Registered with the CIDB, at close of tender, 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, as per amended notice no. 357 of 2019, for a EB class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Quotations received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. **Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.**

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, are not eligible to have their quotations evaluated.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.

Category of tender	Upper limits per CIDB Regulation 17	Employer's allowable margins
SK 1	R0.5 m	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable
SK 2	R1.0 m	
SK 3	R3.0 m	

	SK 4	R6.0 m	margins to be accepted
	SK 5	R10.0 m	
	SK 6	R20.0 m	
	SK 7	R60.0 m	
	SK 8	R200.0 m	
	<p>Joint Ventures are eligible to submit quotations provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a SK class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p>		
C.2.1.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit quotations:</p> <p>(a) Availability of resources</p>		
C.2.2	<b>Cost of Tendering</b>		
C.2.2.1	<p>The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer</p>		
C.2.2.2	<p>The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.</p>		

C.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>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.</p>
C.2.6	<p><b>Acknowledge addenda</b></p> <p>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.</p>
C.2.7	<p><b>Clarification meeting</b></p> <p>No briefing session will take place</p>
C.2.8	<p><b>Seek clarification</b></p> <p>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.</p>
C.2.9	<p><b>Insurance</b></p> <p><b>N.A</b></p>
C.2.10	<p><b>Pricing the tender offer</b></p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p><b>Alterations to documents</b></p> <p>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.</p>

C.2.12	<p><b>Alternative tender offers</b></p> <p>No alternative tender offers will be considered</p>
C.2.13	<p><b>Submitting a tender offer</b></p>
C.2.13.1	<p>Submit one tender offer only as a single tendering entity 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.</p>
C.2.13.2	<p>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.</p>
C.2.13.3	<p>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.</p>
C.2.13.4	<p>Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p>
C.2.13.5	<p>Submit the document to <a href="mailto:malegapam@nhbrc.org.za">malegapam@nhbrc.org.za</a></p>
C.2.13.6	<p>Bidders are requested to email tender document to <a href="mailto:malegapam@nhbrc.org.za">malegapam@nhbrc.org.za</a>. are:</p> <p><b>Title to appear on email(1):</b></p> <ol style="list-style-type: none"> <li>1. CONTRACT NO. NHBRC/B5/RFQ001</li> <li>2. The National Home Builders Registration Council seeks to appoint a service provider to supply, design, and install project (construction) signage boards on enrolled subsidy housing projects in Durban surrounding areas</li> </ol>



C.2.13.7	Not applicable.
C.2.13.8	Not applicable
C.2.13.9	Not applicable
C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>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.</p>
C.2.15	<p><b>Closing time</b></p> <p>The closing time is provided above</p> <p>The <b>National Home Builders Registration Council</b> is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
C.2.16	The tender offer validity period is 90 days from the closing date.
C.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>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.</p>
C.2.18.2	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	<p><b>Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
C.2.20	<b>Submit securities, bonds and policies</b>

	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.
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.23	The Tenderer is required to submit with his/her tender all documents and schedules listed under T2.1 and T2.2.
<b>Add</b> the following new clause C2.24	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the quotations but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of quotations.</p>
<b>Add</b> the following new clause C2.25	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the Department.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a) a member of:- <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> </ol>

	<ul style="list-style-type: none"> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) An employee of Parliament or a provincial legislature.</li> </ul> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<b>C.3</b>	<b>The employer's undertakings</b>
C.3.1	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.5	<p>The time for the closing of RFQ : Is provided above</p> <p><b>National Home Builders Registration Council:</b></p>
C.3.9	<b>Arithmetical errors, omissions and discrepancies</b>
C.3.9.1	<p>Check the highest ranked quotations or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</li> </ul> </li> </ul>

C.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <p><b>Not Applicable</b></p>																				
C.3.11	<p><b>Price and Preference</b></p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of quotations will be undertaken in price and preference</p>																				
	<p><b>Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements</b></p> <p>During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and contractor had registered on Central Data Base (CSD). All returnable documents must be submitted with the bid documents at the closing date and time of the bid. Quotations which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on pre-qualification criteria.</p> <p>The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer</p> <table border="1" data-bbox="640 871 1693 1433"> <thead> <tr> <th data-bbox="640 871 826 1054">Item No.</th> <th data-bbox="826 871 1160 1054">Administrative Requirements</th> <th data-bbox="1160 871 1469 1054">Check/Compliance</th> <th data-bbox="1469 871 1693 1054">Non-submission shall result in disqualification</th> </tr> </thead> <tbody> <tr> <td data-bbox="640 1054 826 1107">1</td> <td data-bbox="826 1054 1160 1107">Master Bid Document</td> <td data-bbox="1160 1054 1469 1107">Scanned and email</td> <td data-bbox="1469 1054 1693 1107">*YES</td> </tr> <tr> <td colspan="4" data-bbox="640 1107 1693 1160">Included in the Bid Document</td> </tr> <tr> <td data-bbox="640 1160 826 1246">4</td> <td data-bbox="826 1160 1160 1246">SCM - SBD 1 - Invitation to Bid</td> <td data-bbox="1160 1160 1469 1246">Completed and signed</td> <td data-bbox="1469 1160 1693 1246">*YES</td> </tr> <tr> <td data-bbox="640 1246 826 1433">5</td> <td data-bbox="826 1246 1160 1433">SCM - SBD 2 - Tax Clearance Certificate Requirements</td> <td data-bbox="1160 1246 1469 1433">Attached CSD registration number/SARS PIN and CSD summary report</td> <td data-bbox="1469 1246 1693 1433">*YES</td> </tr> </tbody> </table>	Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification	1	Master Bid Document	Scanned and email	*YES	Included in the Bid Document				4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES	5	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES
Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification																		
1	Master Bid Document	Scanned and email	*YES																		
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4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES																		
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES																		

	6	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
	7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed	*YES
	8	SBD 6.2 and its annexures C,D,E	Completed and signed	*YES
	10	In case of quotations where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES
<p>*YES – NHBRC reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Mandatory Requirements (Phase 2)</p> <p>**NO – NHBRC reserves the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.</p>				
<p><b>Stage 2: Pre-Qualification Criteria</b></p> <p>Not Applicable</p>				
<p><b>Stage 1: Mandatory Requirements</b></p>				

	<p>The following mandatory requirements will apply and all quotations that do not meet mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.</p> <table border="1" data-bbox="620 245 1688 391"> <thead> <tr> <th data-bbox="620 245 1543 296">Criteria</th> <th data-bbox="1543 245 1688 296">Yes/No</th> </tr> </thead> <tbody> <tr> <td data-bbox="620 296 1543 391">Main contractor must have a CIDB contractor grading designation of 1 SK or higher</td> <td data-bbox="1543 296 1688 391"></td> </tr> </tbody> </table>	Criteria	Yes/No	Main contractor must have a CIDB contractor grading designation of 1 SK or higher			
Criteria	Yes/No						
Main contractor must have a CIDB contractor grading designation of 1 SK or higher							
	<p><b>Stage 2: Price and B-BBEE</b></p> <p>The procedure for the evaluation of responsive quotations is Method 2 where the tender is evaluated in terms of price and preferences. The score for the financial offer will be calculated using Formula 2 (option 1) of SANS294. The 80/20 Preference points system will be used, with a maximum of 80 is allocated for price on the following basis:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration  Pt = Price of bid under consideration  Pmin = Price of lowest acceptable bid</p> <p>In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1" data-bbox="705 1235 1541 1394"> <thead> <tr> <th data-bbox="705 1235 1028 1353">B-BBEE Status Level of Contributor</th> <th data-bbox="1028 1235 1272 1353">Number of points (90/10 system)</th> <th data-bbox="1272 1235 1541 1353">Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr> <td data-bbox="705 1353 1028 1394">1</td> <td data-bbox="1028 1353 1272 1394">10</td> <td data-bbox="1272 1353 1541 1394">20</td> </tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)	1	10	20
B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)					
1	10	20					

	<table border="1"> <tr><td>2</td><td>9</td><td>18</td></tr> <tr><td>3</td><td>6</td><td>14</td></tr> <tr><td>4</td><td>5</td><td>12</td></tr> <tr><td>5</td><td>4</td><td>8</td></tr> <tr><td>6</td><td>3</td><td>6</td></tr> <tr><td>7</td><td>2</td><td>4</td></tr> <tr><td>8</td><td>1</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr> </table>	2	9	18	3	6	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
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5	4	8																							
6	3	6																							
7	2	4																							
8	1	2																							
Non-compliant contributor	0	0																							
C.3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>c) the bidder 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>d) Has completed the Compulsory Enterprise Questionnaire, SBD4, 6.1, 7.1, 8,9 and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process</li> </ul> <p>Has submitted the documentation listed in T2.21 and T2.22</p>																								
C.3.18	<b>The number of paper copies of the signed contract to be provided by the employer is ONE.</b>																								

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

*The following documents must be returned by the Bidder for evaluation purposes in addition to the Schedule listed in previous paragraphs. **Failure to supply the documents listed below will result in disqualification.***

THE FOLLOWING DOCUMENTS MUST BE FURNISHED (FAILURE TO SUBMIT COMPULSORY DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED)		YES	NO
1	Tax Compliance (Provide PIN)/CSD Number or CSD report	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Proof of valid registration with CIDB 1SK	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Signed Bidder's Disclosure	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Fully Completed and Signed all other SBD forms	Yes <input type="checkbox"/>	No <input type="checkbox"/>



## **T2.2 RETURNABLE SCHEDULES**

Insert all the Forms required and re-number them

**FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE**

1. Bidders must submit Vendor Number Registration with Central Supplier Database
2. Failure to submit the Vendor Number Registration with Central Supplier Database may result with the bidder being disqualified.

**ENTITY NAME** .....

**VENDOR NUMBER  
REGISTRATION** .....

**NAME** .....

**SIGNATURE OF  
BIDDER** .....

**DATE** .....

**CAPACITY UNDER WHICH  
BID IS SIGNED** .....

**FORM C: TAX COMPLIANCE**

**CONDITIONS PERTAINING TO TAX**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.
2. Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government quotations. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.
3. The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.
4. Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the NHBRC to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system. Failure to submit the PIN may result in the bid being disqualified.

<b>Full name of bidder:</b>	<b>Electronic Tax Compliance Status System PIN No:</b>

NAME: .....

SIGNATURE OF BIDDER.....

DATE.....

CAPACITY UNDER WHICH BID IS SIGNED.....

**FORM D: PREFERENCE SCHEDULE**

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

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

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

---

**1. GENERAL CONDITIONS**

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

- 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

- a) The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

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

## 2. DEFINITIONS

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

### **PART 1**

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

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

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

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



7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm : .....

8.2 VAT registration number : .....

8.3 Company registration number : .....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p>  <p>1. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE .....</p> <p>ADDRESS .....</p>

2

.....

.....

.....

.....

**FORM E: PROOF OF REGISTRATION WITH CIDB**

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
<b>Combined CIDB Grading for Joint Venture / Consortium:</b>			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp> )

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the bid:

Full name (in BLOCK letters): \_\_\_\_\_

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

Date:

**FORM F: BIDDER'S DISCLOSURE (SBD4)**

**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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of 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**

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



2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to quotations and contracts, quotations 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

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

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

SBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) 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.**

- 1.6 A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids 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, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“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).
- 2.6. **“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 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 duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“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 (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

\_\_\_\_\_ %

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

(Tick applicable box)

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

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 of advertisement 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 (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

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

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

.....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.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.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

SATS 1286.2011

**Annex C**

**Local Content Declaration - Summary Schedule**

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

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

**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
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0  
 (C21) Total Exempt imported content R 0  
 (C22) Total Tender value net of exempt imported content R 0  
 (C23) Total Imported content R 0  
 (C24) Total local content R 0  
 (C25) Average local content % of tender

Signature of tenderer from Annex B

Date:



**Annex D**

**Annex D - Supporting Schedule to Annex C**

(D1) Tender No.										Note: VAT to be excluded from all calculations
(D2) Tender description:										
(D3) Designated Products:										
(D4) Tendering Authority:										
(D5) Tendering Entity name:										
(D6) Tender Exchange Rate:		Pula		EU	R 9,00		GBP	R 12,00		

**A. Exempted imported content**

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

(D19) Total exempt imported value R 0

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	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(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) above R 0

This total must correspond with Annex C - C 23

Date:



**Annex E**

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

(E1)	Tender No.		Note: VAT to be excluded from all calculations
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			R 0

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R 0
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R 0
<b>(E13) Total local content</b>			R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date:


PART C1: AGREEMENT AND CONTRACT DATA



## **C1.1: FORM OF OFFER AND ACCEPTANCE**

### **Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of a national panel of service providers who will be used on a rotational basis to supply, design, and install project (construction) signage boards on enrolled subsidy housing projects around the country.

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

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

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

Rand. ....

..... (in words);

R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

**for the tenderer**

(Name and .....  
address of organization/) .....  
.....

Name and signature of witness ..... Date .....

**Acceptance**

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work

Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the  
Employer**

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

Name and .....

signature

of witness .....

Date .....

**Schedule of Deviations**



**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 documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject .....  
Details .....

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

2 Subject .....  
Details .....

3 Subject .....  
Details .....

4 Subject .....  
Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and  
signature of  
witness

\_\_\_\_\_

Date \_\_\_\_\_

# ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

## CONFIRMATION OF RECEIPT

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The..... [day]

of ..... [month]

20..... [year]

at ..... [place]

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

## C1.2 CONTRACT DATA

<b>PROJECT TITLE:</b>	
<b>CONTRACT NO:</b>	
<b>C.1.2 Contract Data</b>	
<p>The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a>.</p> <p>The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p>	
<b>Part 1: Data provided by the Employer</b>	
<b>Clause</b>	<b>Data</b>
1.1.1.13	<p><b>Clause 1.1.1.13: Defects Liability Period</b></p> <p>The Defects Liability Period is <b>6 months</b>, measured from the date of the Certificate of Completion</p>
1.1.1.14	<p><b>Clause 1.1.1.14: Due Completion Date</b></p> <p>The time for achieving Practical Completion is 4 months after the Commencement Date</p>
1.1.1.15	<p>The name of the Employer is <b>Department of National Home Builders Registration Council</b>, represented by Mr. Jacques Steyn and/or such persons or person duly authorised to be the Employer in writing.</p>
1.1.1.26	<p>The Pricing Strategy is a bill of quantities</p>

1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p><b>Communication is done via emails</b></p>
2.4.1	<p>“in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> <li>• The form of offer and acceptance</li> <li>• Contract forms</li> <li>• The contract data</li> <li>• General conditions of contract (GCC 2015)</li> <li>• Scope of Work</li> <li>• SANS 1200 Standardised Specifications</li> <li>• Site Information</li> <li>• Construction drawings</li> <li>• Bill of quantities</li> <li>• The returnable schedules</li> </ul>
3.1.3	<p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> <li>1. Clause 5.8.1 Non-working times</li> <li>2. Clause 5.11.1 Suspension of the Works</li> <li>3. Clause 5.12.1 Approval of any extension of time for completion</li> <li>4. Clause 5.12.4 Acceleration of progress instead of extension of time</li> <li>5. Clause 5.13.2 Reduction of a penalty for delay</li> <li>6. Clause 6.3.2 The issuing of variation orders</li> <li>7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation</li> <li>8. Clause 6.11 The agreeing of the adjustment of the sums for general items</li> </ol>

	9. Clause 10.1.5 The giving of a ruling on a Contractor's claim
4.3.3	<p>“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’) that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> <li>a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</li> <li>b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</li> <li>c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</li> <li>d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</li> <li>e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</li> </ul>
5.3.1	<p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p>

	<ul style="list-style-type: none"> <li>a) Health and Safety Plan (Refer to Clause 4.3)</li> <li>b) Initial programme (Refer to Clause 5.6)</li> <li>c) Security (Refer to Clause 6.2)</li> <li>d) Insurance (Refer to Clause 8.6)</li> <li>e) Cash flow projection</li> </ul>
5.3.2	<p><b>Clause 5.3.2: Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>fourteen (14) days</b>.</p>
5.4.4	<p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works.”</p>
5.8.1	<p><b>Clause 5.8.1: Non-Working Times</b></p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> <li>2. The year-end break commencing on 14 December and ending on 7 January (Provisional).</li> </ol>
5.12.2.	<p><b>Clause 5.12.2.: Some reasons for extension of time</b></p> <p><b>Clause 5.12.2.2: Abnormal climatic conditions.</b></p> <p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p>



	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table data-bbox="313 622 1366 798"> <tr> <td>January</td><td>4 days</td><td>May</td><td>2 days</td><td>September</td><td>2 days</td></tr> <tr> <td>February</td><td>4 days</td><td>June</td><td>2 days</td><td>October</td><td>2 days</td></tr> <tr> <td>March</td><td>2 days</td><td>July</td><td>2 days</td><td>November</td><td>4 days</td></tr> <tr> <td>April</td><td>2 days</td><td>August</td><td>2 days</td><td>December</td><td>4 days</td></tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of less than 2mm between 7am and 5pm shall not be deemed to be an inclement weather day.</p>	January	4 days	May	2 days	September	2 days	February	4 days	June	2 days	October	2 days	March	2 days	July	2 days	November	4 days	April	2 days	August	2 days	December	4 days
January	4 days	May	2 days	September	2 days																				
February	4 days	June	2 days	October	2 days																				
March	2 days	July	2 days	November	4 days																				
April	2 days	August	2 days	December	4 days																				
5.13.1	<p><b>Clause 5.13.1: Penalty for Delay</b></p> <p>The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer.</p>																								
5.16.3	<p><b>Clause 5.16.3: Latent defect liability</b></p>																								

	The latent defect period is ten (10) years for civil engineering works.
6.2.1	<p><b>Clause 6.2: Security</b></p> <p>The security to be provided by the Contractor shall be a performance guarantee of <b>10%</b> of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. In the event that the contractor is unable to provide such a guarantee, a deduction of 10% shall be made to each payment certificate payable to the contractor with the accumulated amount paid out upon achieving Practical Completion.</p>
6.8.2	<p><b>Clause 6.8.2: Contract Price Adjustment</b></p> <p>The Contract Price Adjustment <b>is not</b> applicable in this contract.</p>
6.8.3	<p><b>Clause 6.8.3: Variation in Cost of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>
6.10.1.5	<p><b>Clause 6.10.1.5: Interim Payments - Materials on Site</b></p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>
6.10.3	<p><b>Clause 6.10.3: Retention Money</b></p> <p>The limit on retention is: 10% of the Contract Price.</p>
6.10.4	<p><b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b></p> <p><i>Add the following to clause 6.10.4:</i></p>

	Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.1.2	<b>Clause 8.6.1.1.2: Insurance</b>  The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	<b>Clause 8.6.1.1.3: Insurance</b>  The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.
8.6.1.3	<b>Clause 8.6.1.3: Insurance</b>  N/A
8.6.1.5	<b>Clause 8.6.1.5: Additional Insurance</b>  Additional Insurance is required for the following:  a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
9.2.1.3.8	The Contractor has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	<b>Clause 10: Dispute Resolution</b>

	“Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1.”
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is five (5).
11	<p><b>Clause 12: Confidentiality</b></p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.</p>
12	<p><b>Clause 13: Amendments in writing</b></p> <p>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.</p>

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

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za).

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

Clause	Data
1.1.1.9	The name of the Contractor is: .....
1.2.1.2	The address of the Contractor is:

	Address (physical): ..... ..... Address (postal): ..... ..... Telephone: ..... Facsimile: ..... e-mail: .....						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" data-bbox="295 464 1397 719"> <thead> <tr> <th data-bbox="295 464 958 544">Type of Security</th> <th data-bbox="958 464 1397 544">Contractor's choice Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td data-bbox="295 544 958 624">Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td> <td data-bbox="958 544 1397 624"></td> </tr> <tr> <td data-bbox="295 624 958 719">Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td> <td data-bbox="958 624 1397 719"></td> </tr> </tbody> </table>	Type of Security	Contractor's choice Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.		Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	
Type of Security	Contractor's choice Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
6.5.1.2.3	The percentage allowance to cover overhead charges is .....%.						

## PART C2: PRICING DATA AND BILL OF QUANTITIES

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### C2.1 Pricing Instructions

Please use below.

<b>Price per Board</b>	<b>R</b>
<b>Total amount for 39 Boards</b>	<b>R</b>

**C2.1 PRICING INSTRUCTIONS**

**C2.2 BILL OF QUANTITIES**

N/A

SIGNED ON BEHALF OF THE TENDERER

---

DATE

## PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS	76
<b>Error! Reference source not found.</b> CONSTRUCTION	77
<b>Error! Reference source not found.3</b> ANNEXURES	78

### Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification or any drawings, the order of precedence, unless otherwise specified, is:



Drawings  
Scope of Work  
Standardised Specifications

### **C3.1 DESCRIPTION OF WORKS**

#### **C3.1.1 Employer's Objectives**

NHBRC seeks to appoint a panel of service providers for the design, supply, and installation of project (construction) signage boards on enrolled subsidy projects nationally. The branding of housing projects helps to boost marketing efforts that seek to improve the visibility and accessibility of the organisation.

Design, supply and install the project signage board/s as per NHBRC CI Manual.

Signage to be on a one-sided Chromadek steel advertising panels

Panel dimensions – 1225 mm X 2450 mm

Panels must be mounted on three-meter wooden poles.

The service providers must provide an unconditional 12-months warranty on the installed signage boards.

A guarantee is to be given that all the signs will be weather resistant, UV resistant, non-shrinking, non-cracking outside in sunlight for a reasonable period and will comply with all health and safety requirements.

In the likely event of damage, fading or broken face, new faces must be manufactured and replaced according to the same design.

The service providers will be provided with a list of enrolled subsidy projects as and when required.

Printing high resolution digital printing, full colour, one side.

District	Municipality	Development / Project Name	No of units
iLembe	Maphumulo	Maqumbi Rural Housing Project	300
iLembe	uMshwathi	Masihambisane Rural Housing Project	241
Umgungundlovu	Okhahlamba	Amazizi Phase 3B Rural Housing Project	300
Umgungundlovu	Ethekwini	Lower Molweni Rural Housing Project	493
Uthukela	uMshwathi	Umshwathi Slums Clearance Phase 1	500
Ethekwini	Umvoti	Greytown Slums Clearance Phase 2B	289
Ethekwini	Ethekwini	Kennedy Road Barton Place ISUP	198
Ethekwini	Okhahlamba	Moyeni B Rural Housing Project	300
Ethekwini	Ubuhlebezwe	Ubuhlebethu CRU	150
Ethekwini	Newcastle	KwaMathukuza Urban Housing Project	200
Ethekwini	Ethekwini	Ethekwini 2019 North Storm Disaster Project	200
Umgungundlovu	Richmond	Siyathuthuka Rural Phase 2B	300
Umzinyathi	KwaMbilu	KwaMbilu Rural Phase 2,3&7	500
Ethekwini	Ethekwini	Ethekwini 2019 South Storm Disaster Project	200
Harry Gwala	Kokstad	Kokstad CRU AA01 - CA16	100
Harry Gwala	Kokstad	Kokstad CRU CA17 - EB52	100
Harry Gwala	Kokstad	Kokstad CRU EB61 - GB24	100
Ethekwini	Ethekwini	Mqhawe Rural Housing Project	1500
Umgungundlovu	Umsunduzi	Glenwood Q Section Housing Project	416
Amajuba	Newcastle	Hospital Street Social Housing Project	
Amajuba	Newcastle	Hospital Street Social Housing Project	
Amajuba	Newcastle	Hospital Street Social Housing Project	
Amajuba	Newcastle	Hospital Street Social Housing Project	
Amajuba	Newcastle	Hospital Street Social Housing Project	
Amajuba	Abaqulusi	100 OSS in Abaqulusi	100

Umgungundlovu	Umngeni	Mpophomeni Hume Housing Project	861
Umgungundlovu	Umsunduzi	Happy Valley Housing Project	158
Umgungundlovu	Umsunduzi	Edendale T2+T3 Housing Project	114
Ethekwini	Ethekwini	Richmond Farm A&B Rectification Project	121
Uthukela	Alfred Duma	Steadville 770 Rehabilitation Housing Programme	678
Harry Gwala	Ubuhlebezwe	Hlokozi Rural Housing Project	300
Uthungulu	Umlalazi	403 Umlalazi OSS	403
Umgungundlovu	Umsunduzi	Umgungundlovu Rehabilitation Project	520
Umgungundlovu	Mkhambathini	Mkhambathini Ward 7 Phase 2 Project	300
Amajuba	Newcastle	Khathide Phase 2 Rural Housing Project	220
Amajuba	Newcastle	N 11 CRU Project	200
Amajuba	Newcastle	N 11 CRU Project	200
Amajuba	Newcastle	N 11 CRU Project	140
Harry Gwala	Greater Kokstad	Willowdale IRDP Project	83
<b>Total Number of Board's</b>			<b>39</b>

### C3.1.2 Employment Opportunities - Beneficiary Communities

N/A

### C3.2 CONSTRUCTION

**NB: Please refer to annexure referred to detailed specification to enable your company to quote correctly.**

#### Detailed specification for boards

- 1.1 Design, supply and install the project signage board/s as per NHBRC CI Manual.
- 1.2 Signage to be on a one-sided Chromadek steel advertising panels
- 1.3 Panel dimensions – 1225 mm X 2450 mm
- 1.4 Panels must be mounted on three-meter treated wooden poles.

- 1.5 The service providers must provide an unconditional 12-months warranty on the installed signage boards.
- 1.6 A guarantee is to be given that all the signs will be weather resistant, UV resistant, non-shrinking, non-cracking outside in sunlight for a reasonable period and will comply with all health and safety requirements.
- 1.7 In the likely event of damage, fading or broken face, new faces must be manufactured and replaced according to the same design.
- 1.8 The service providers will be provided with a list of enrolled subsidy projects as and when required.
- 1.9 Printing high resolution digital printing, full colour, one side

**Materials:**

All labour, tools, vehicles and other equipment required for boards must be strictly provided by the contractor (This should benefit local people in jobs and local SMME) **NB: all materials to be sourced must be strictly SABS approved.**