

## VOLUME 2 OF 3

## TENDER RETURNABLES

### RETURNABLE DOCUMENT CHECKLIST

&

### COMPILATION INSTRUCTIONS

Tenderers are to complete the checklist, by indicating **YES** or **NO** within the Compliance column, to ensure that all information in the Tender Document is read, completed and included in full by the Tenderer.

- 1) All forms must be properly completed and signed as required and the document shall not be taken apart or altered in any way whatsoever.
- 2) With reference to the above, it is however required that:
  - Any attachments and/or supporting documents to be annexed to these Returnables, **must be compiled in a separate file and indexed in the same format as the Returnables Checklist.**
- 3) Returnables with a ~~Strike through~~, are irrelevant to this tender process and do not need to be completed.
- 4) Tenderers must ensure each of the listed Returnables are populated and signed in full.
- 5) All forms must be duly completed in black ink as required.

Name : ..... Signature .....

Capacity : .....

**LIST OF RETURNABLES CHECKLIST**

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<b>T2.2.2</b>	Contract Participation Goal	26	
<b>T2.2.3</b>	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	34	
<b>T2.2.4</b>	Form Concerning Fulfilment of the Construction Regulations, 2014	35	
<b>T2.2.5</b>	Declaration of Interest	38	
<b>T2.2.6</b>	Declaration of Tenderers past Supply Chain Management Practices	42	
<b>T2.2.7</b>	Certification of Independent Tender Determination	45	
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Name : ..... Signature .....

Capacity : .....

## **PART T2: RETURNABLE DOCUMENTS**

**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

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<b>T2.1</b>	Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness	5	
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<b>T2.4</b>	Other documentation, forms and schedules required for Tender evaluation purposes	64	

Name : ..... Signature .....

Capacity : .....

## PART T2.1: RETURNABLE DOCUMENTS

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Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.

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T2.1.7	Proof of Workmen's Compensation Registration (COIDA)	23	

Name : ..... Signature .....

Capacity : .....

**PART T2.1.1: BRIEFING / SITE INSPECTION ATTENDANCE CERTIFICATE**

This is to certify that (Tenderer).....of

Address.....

Telephone number .....

Fax number .....

E-mail address .....

was represented by the person(s) named below at the compulsory meetings held for all Tenderers at:  
(See *Tender Notice and Invitation*).

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions likely to influence the work and all aspects that could influence either the cost or the construction of the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the meeting and that I/We understand perfectly the work to be done, as specified and implied, in the documentation and information provided.

**TENDERER'S REPRESENTATIVE(S):**

Name : ..... Signature .....

Capacity ..... :

Name : ..... Signature : .....

Capacity ..... :

**EMPLOYER'S REPRESENTATIVE:**

Name : ..... Signature : .....

Capacity : ..... Date.....

\* Attendance Register may also be used as proof, subject to tenderer not having this Returnable present at brief.

**PART T2.1.2: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below, if tenderer want to create own form.**

**(I) CERTIFICATE FOR COMPANY**

I, ..... chairperson of the Board of Directors/  
Company Secretary of ....., hereby confirm that by  
resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms  
....., acting in the capacity of .....,  
was authorized to sign all documents in connection with the Tender for **Tender No. RFP 263/2021** and  
any contract resulting from it, on behalf of the company.

Chairman: ....., or;

Company Secretary:.....

As Witness: 1. ....

2. ....

Date : .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....  
.....hereby authorise Mr/Ms.....  
acting in the capacity of .....  
to sign all documents in connection with the Tender for **Tender No. RFP 263/2021** and any contract  
resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note: This certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.**



**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key members in the business trading as .....  
.....hereby authorise Mr/Ms.....  
acting in the capacity of .....  
to sign all documents in connection with the Tender for **Tender No. RFP 263/2021** and any contract  
resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

**Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.**

**(IV) CERTIFICATE FOR SOLE PROPRIETOR**

I, ..... hereby confirm that I am the sole owner of  
the business trading as .....

**Signature** of Sole Owner : .....

As Witnesses:

1. ....

2. ....

Date : .....

**(V) CERTIFICATE JOINT VENTURE**

We, the undersigned, being the key members in the business trading as .....  
.....hereby authorise Mr/Ms.....  
acting in the capacity of .....  
to sign all documents in connection with the Tender for **Tender No. RFP 263/2021** and any contract  
resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized  
signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

***Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.***

**PART T2.1.3: REGISTRATION CERTIFICATES/AGREEMENTS/IDENTITY DOCUMENTS**

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Including relevant Identity Documents and complete disclosure of Shareholding of the tenderer.

Non-submission hereof may deem your tender non-responsive.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
(Date)

**PART T2.1.4: JOINT VENTURE/CONSORTIUM DISCLOSURE FORM**

**TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM**

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address.....  
.....
- c) Physical address .....  
.....
- d) Telephone .....
- e) Fax .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

- 2.1(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

**2.2(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

### **3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

**3.2(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

**3.3(a) Name of Firm** .....

**Postal Address** .....

**Physical Address** .....

**Telephone** .....

**Fax** .....

**Contact person for matters pertaining to Joint Venture Participation Goal requirements**.....

*(Continue as required for further Affirmable Joint Venture Partners)*

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) ..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %
- c) Affirmable Joint Venture Partner percentages in respect of: \*
- (i) Profit and loss sharing.....
- (ii) Initial capital contribution in Rands.....
- .....
- .....
- (\*Brief descriptions and further particulars should be provided to clarify percentages).
- (iii) Anticipated on-going capital contributions in Rands .....
- .....
- .....
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
- .....
- .....
- .....

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	<b>NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		
	<b>AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

**(a) Joint Venture payment approvals**

.....

.....

.....

**(b) Authority to enter into contracts on behalf of the Joint Venture**

.....

.....

.....

**(c) Signing, co-signing and/or collateralising of loans**

.....

.....

.....

**(d) Acquisition of lines of credit**

.....

.....

.....

**(e) Acquisition of performance guarantees**

.....

.....

.....

**(f) Negotiating and signing labour agreements**

.....

.....

.....

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

**(a) Supervision of field operations**

.....

**(b) Major purchasing**

.....

**(c) Estimating**

.....

**(d) Technical management**

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

**(a) Identify the “managing partner”, if any,**

.....

.....



- .....
- .....
- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?**
- .....
- .....
- .....

- (c) Describe the management structure for the Joint Venture's work under the contract**

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

\* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

## 10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.**

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS


(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

**(b)** Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

**(c)** Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

**(d)** Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

**(e)** Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

## 11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....  
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

## PART T2.1.5: TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER **MUST** BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the **invalidation/ disqualification** of the tender submission as per stipulated Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process to be awarded a contract in terms of this tender.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However the Tax Compliance status documentation of all the Joint Venture Partners are to be appended to this page. Any tax noncompliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
(Date)

**PART T2.1.6: ~~PROOF OF VALID REGISTRATION WITH CIDB~~**

~~The Tenderer shall attach hereto the Contractors proof of **valid active** registration certificate with CIDB & National Treasury CSD. CIDB CRS & NT Supplier number(s) must also be provided.~~

~~In the case of Consortium/Joint Venture Tenders, each partner shall provide their own valid CIDB registration certificate and CSD, including for the Joint Venture.~~

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with the DBSA. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable

All prospective tenderers must have a tax compliant status on the Central Supplier Database (CSD) of the National Treasury, and is required to attach proof of compliant status in the form of a CSD Summary Report at the time of tender submission.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

\_\_\_\_\_  
(Signature) (Date)

**PART T2.1.7: PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)**

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993).

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
(Date)

## **PART T2.2: RETURNABLE DOCUMENTS**

### **Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.2	PAGE	TENDERER COMPLIED?
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<del><b>T2.2.2</b></del>	<del>PART T2.2.2: Contract Participation Goal</del>	26	-
<b>T2.2.3</b>	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004)	27	
<b>T2.2.4</b>	Form Concerning Fulfilment of the Construction Regulations, 2014	28	
<b>T2.2.5</b>	Declaration of Interest	31	
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<b>T2.2.11</b>	Certificate of Acquaintance with Tender Document	49	

Name : ..... Signature .....

Capacity : .....



**PART T2.2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been taken into account in this Tender offer.

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
(Date)

## **PART T2.2.2: CONTRACT PARTICIPATION GOAL**

### **PARTICIPATION OF TARGETED ENTERPRISES**

#### **1. Introduction**

This document provides for the setting of participation targets (contract participation goal) for a contract and the audit of compliance with contract participation goals during the execution of the contract.

#### **2. Scope**

This document:

- 2.1. Specifies the general requirements for contracting local designated subcontractors on a contract for the provision of works and/or services;
- 2.2. Specifies the requirements for the contract participation goal; and
- 2.3. Describes means by which:
  - 2.3.1. Progress towards the achievement of the contract participation goal will be monitored;
  - 2.3.2. Compliance with requirements will be verified and monitored; and
  - 2.3.3. Penalties will be applied in the event of non-compliance with requirements set out herein.

#### **3. Definitions**

For the purposes of this document, unless the context indicates otherwise:

**3.1. Commercially useful function** means the actual performance of works or the provision of services in the discharge of any contractual obligation, which includes, without limitation, the performance of a distinct element of works and/or services which the designated local contractor has the skills and expertise to undertake, and the responsibility for management and supervision.

**3.2. Contract participation goal (CPG)** means the financial value of works and/or services which the contractor subcontracts to designated local contractors, exclusive of preliminaries, contingencies, escalation and value added tax, expressed as a percentage of the net amount.

**3.3. Net amount** means the financial value of the contract at the time of the award thereof, exclusive of preliminaries, contingencies, escalation and value added tax.

**3.4. Principal Agent/ Employer's Representative** means the Employer's Representative as per the GCC 2015 General Conditions of Contract.

a. ~~Designated Local contractor~~ means a contractor, based in the area of jurisdiction, who is registered with the CIDB. This contractor must be from the designated groups as defined in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

## 4. Requirements

### 4.1 Contract participation goal

4.1.1. ~~The contractor shall subcontract designated local contractors directly in the performance of the contract to the extent that the total financial value of such subcontractor, in accordance with all the requirements of this document, is sufficient to achieve the contract participation goal provided for in the contract. The desired target of local sub-contracting is 30% of the contract value based on net value.~~

4.1.2. ~~The contractor must submit to the DBSA Construction Project Manager details of his plan to achieve the contract participation goal in the Contract Participation Goal Implementation Plan (see annexure A), within five working days of being instructed to do so. If no such instructions are given, these plans must be submitted to the principal agent/engineer before or with the submission of the first claim for payment.~~

NOTE: The information contained in the Contract Participation Goal Implementation Plan facilitates the monitoring of the performance of the contractor in terms of his contract participation goal obligations.

### 4.2. Achieving the contract participation goal

#### 4.2.1. General

~~A contractor may achieve the contract participation goal by subcontracting one or more designated local contractors to perform commercially useful functions in the performance of the contract.~~

## 5. Compliance with the contract

### 5.1. General

5.1.1. ~~The contractor must enter into written contractual agreements with all the designated local contractors cited in the Contract Participation Goal Implementation Plan and shall, as soon as is practicable, but not later than commencement of such subcontracted works and/or services, furnish the principal agent/employer's representative with copies of such agreements and the written acceptances thereof.~~

~~5.1.2. Such written contractual agreements must not contain any of the following:~~

- ~~—— a) A right to set off in favour of the employing contractor not provided for by law;~~
- ~~—— b) Arbitrary decision-making powers in favour of the employing contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;~~
- ~~—— c) Payment procedures based on a pay-when-paid system;~~
- ~~—— d) Retention percentages and periods of retention after completion, which are greater than percentages and periods provided for in the contract; or~~
- ~~—— e) Conditions which are more onerous than those which exist in the contract.~~

~~5.1.3. The subcontracts to be performed by the designated local contractors shall thereafter neither be reduced in scope, nor terminated without prior written notification to the employer.~~

## **5.2. Substitutions**

~~5.2.1. In the event that a contracted designated local contractor is found:~~

- ~~—— a) To be unable to perform, or to perform on time;~~
- ~~—— b) To be unable to produce acceptable work;~~
- ~~—— c) To be unwilling to perform work required;~~
- ~~—— d) Not to be fit to perform the services; or~~
- ~~—— e) Not to be creditable towards contract participation goal;~~
- ~~—— the contractor shall notify the employer in writing of the apparent necessity to reduce or terminate such a designated local contractor's subcontract, citing the reasons thereof, as well as new measures to be implemented by the contractor to achieve the tendered contract participation goal.~~

~~5.2.2. In such event, the contractor shall either provide a substitute designated local contractor to take over the works and/or services of such subcontract or subcontract a designated local contractor on another aspect of the contract, so as to achieve the contract participation goal. The contractor shall, in such circumstances, submit to the principal agent/engineer, new subcontract agreements.~~

~~5.2.3. Provided that the events referred to in 5.2.1 (a) to (e) resulted due to no fault of the contractor, the employer may, at his sole discretion and upon the basis of evidence submitted~~

~~by the contractor in support of fruitless efforts in good faith to secure substitute or other designated local contractors' participation, grant a waiver in respect of contract participation goal obligations.~~

### **~~5.3. Bona fides of designated local contractor~~**

~~Where a subcontractor under contract was initially considered to be a designated local contractor but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the employer may consider a partial waiver of the contractor's obligations towards the achievement of the contract participation goal in respect of such subcontractor, should the contractor satisfactorily demonstrate that he was justified in believing the subcontractor to be a designated local contractor.~~

## **~~6. Records~~**

~~6.1. The contractor shall submit all the documentation required in terms of 4.1.2, 5.1 and 6.2 timeously as well as a schedule clearly indicating the commencement and completion dates of works and/or services to be performed by all the subcontracted designated local contractors, for the purpose of securing credits towards the tendered contract participation goal. This schedule shall be submitted together with his programme which is required in terms of the relevant conditions of contract and shall be updated by the contractor whenever a change in date occurs.~~

~~6.2. The contractor shall prepare and attach to his claim for payment, in a form approved by the employer, the following:~~

- ~~—— a) A schedule reflecting the total value of the subcontracts, the cumulative value of the~~
- ~~—— subcontracts and the value of works and/or services performed over the period for which~~
- ~~—— payment is claimed in respect of each designated local contractor.~~

~~6.3. Should random inspections conducted by the principal agent/engineer on subcontractor's activities indicate such subcontractors are not performing in accordance with the requirements of this document, the contractor shall provide, in addition to the requirements of 6.2, separate weekly resource returns and any other relevant information in respect of such designated local contractors in a format approved by the principal agent/engineer.~~

~~6.4. The principal agent/engineer shall certify the value of work completed towards the contract participation goal whenever a claim for payment is issued and shall notify the contractor of this amount.~~

~~6.5. The contractor shall, upon completion of each individual subcontractor's subcontract, issue a completion certificate and certify the amount paid to such subcontractors. He shall submit the certificates, counter-certified by relevant subcontractors, to the principal agent/engineer for record-keeping purposes and for purposes of verifying compliance with the contract participation goal.~~

~~6.6. The contractor's claims for payment may be rejected as being incomplete should all appropriate supporting documentation described in 6.2, 6.3 and 6.5 not be provided.~~

~~6.7. The contractor's final claim for payment may be considered only after the certificates described in 6.5 are received.~~

## **7. Penalties**

~~7.1. In the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative underruns, the elimination of items contracted to subcontractors, or any other reason beyond the contractor's control which may be acceptable to the employer, the penalties provided for in 7.1.1 below shall apply:~~

~~7.1.1. The contractor shall be liable to the employer for the payment of a penalty amount equal to Z, calculated from the following formula:~~

~~—  $Z = 0.5 \times [TE]$~~

~~— Where:~~

~~TE = Monetary value of the contract participation goal not achieved. The value will be calculated by taking 30% of the net amount of the final contract value and subtracting the monetary value of the contract participation goal achieved.~~

### **Annexure A:**

#### **Contract Participation Goal Implementation Plan**

Project Title:	
Reference No:	

Tender No:		Closing Date:	
Closing Time:		Validity Period:	

#### **A.1. Contract parameters**

Contract participation goal applicable to the contract	30%
Contract sum at time of award (exclusive of value added tax)	R
Less: Preliminaries	R
Less: Contingencies and Escalation	R
Net Amount	R (1)

#### **A.2. Achieving the contract participation goal**

I/We commit to achieve the contract participation goal (CPG) by subcontracting local contractors. I/We will submit to the principal agent/engineer details of this plan to achieve the contract participation goal, within five working days of being instructed to do so. If no such instructions are given, these plans will be submitted to the principal agent/engineer before or with the submission of the first claim for payment.

#### **A.3. Contracting of designated local contractors as subcontractor**

Note: the financial value of the participation claimed towards the contract participation goal shall exclude preliminaries, contingencies, escalation and value added tax

~~I/We certify that I/We will be contracting the following local contractors as subcontractors:~~

**~~Subcontractor A: (add additional as required)~~**

Name of subcontractor	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

**~~A.4. Summary of sub-contractors participation~~**

<del>Name of Contracted Targeted Enterprise</del>	<del>Financial Value of Subcontracts</del>	<del>Percentage Participation Claimed Towards Contract Participation Goal</del>
		%
		%
		%
		%
		%
		%
		%
		%
		% (2)



### Targeted Contract Participation Goal:

$= (2)/(1) \times 100 =$	$= \dots\dots\dots \%$
$R\dots\dots\dots/R\dots\dots\dots \times 100$	

### A.5. Undertaking

~~I/we hereby certify to the best of my/our knowledge that the above information, facts and representations are correct and that the proposed subcontractors named are able to perform commercially useful functions in the performance of the contract and are bona fide subcontractors.~~

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

~~Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.~~

\_\_\_\_\_  
(Signature) (Date)

**~~This Returnable and the CPG Requirements must be read in conjunction with the Returnable T2.4.2 "PPPFA PREQUALIFY & SUBCONTRACTING SCHEDULE" for alignment.~~**

**PART T2.2.3: UNEMPLOYMENT INSURANCE FUND (UIF) – REGISTRATION CERTIFICATE  
(ACT 4 OF 2004)**

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
(Date)

**PART T2.2.4: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014 AND ALL ACTS AND REGULATIONS FOR COVID-19**

In terms of regulation 5 (g), (h), (i) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Client/Client Agent shall ensure:

- that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- that the Principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely; and
- take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations:

1. I confirm that I am fully conversant with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014 and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Construction Regulations 2014, Disaster Management Act, 2002 Regulations and COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020

(Tick)

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

2. Proposed approach to achieve compliance with all Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify: .....	

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

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

.....

.....

.....

4. Provide proof of Legal Liability training conducted from accredited service provider for all legal appointees as per legislation requirements:

.....

.....

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

6. I have fully included in my Tendered rates and prices (in the appropriate payment items

provided in the Pricing Schedules) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

<b>YES</b>	
<b>NO</b>	

7. I have made adequate provision for the health and safety measures and provided detailed breakdown in Pricing Schedule.

(Tick)

<b>YES</b>	
<b>NO</b>	

8. I confirm that I am fully conversant with Construction Regulations 2014 "Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Regulations and Exemptions, Disaster Management Act, 2002 Regulations and COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.

(Tick)

<b>YES</b>	
<b>NO</b>	

9. I confirm that I have read the Safety, Health, Environment and Quality Policy for Design, Construction and Maintenance Programmes and that my company will comply with all requirements stated in all Annexures and Amendments.

(Tick)

<b>YES</b>	
<b>NO</b>	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... Date .....
2. .... Date .....

## **PART T2.2.5: DECLARATION OF INTEREST**

**TENDERERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED AND THEIR NAMES AND COMPANY DETAILS WILL BE SUBMITTED TO NATIONAL TREASURY AND PROVINCIAL TREASURY TO BE BLACKLISTED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE DBSA SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender (includes a price quotation, advertised competitive Tender, limited Tender or proposal). In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by the state; and/or
- the legal person on whose behalf the Tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Tender.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

2.1. Full Name of Tenderer or his or her representative:

.....

2.2. Identity Number: .....

2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

1. "State" means –

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

2. "Shareholder" means – a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.4. Company Registration Number:

2.5. Tax Reference Number: .....

2.6. VAT Registration Number:.....

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / perusal numbers must be indicated in paragraph 3 below.

2.8. Are you or any person connected with the Tenderer presently employed by the state?

**YES / NO**

2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member

.....

Name of state institution at which you or the person connected to the Tenderer is employed:

.....

Position occupied in the state institution:

.....

2.8.2. Any other particulars:

.....

.....

.....

2.8.3. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.8.3.1. If yes, did you attach proof of such authority to the Tender document?

**YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.

2.8.3.2. If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.9.1. If so, furnish particulars:

.....

.....

.....

2.10. Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this Tender?

**YES / NO**

2.10.1. If so, furnish particulars.

.....

.....

.....

2.11. Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by The state who may be involved with the evaluation and or adjudication of this Tender?

**YES/NO**

2.11.1. If so, furnish particulars.

.....

.....

.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are Tendering for this contract?

**YES/NO**

2.12.1. If so, furnish particulars:

.....

.....

.....

### 3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS

FULL NAME	IDENTITY NUMBER	PERSONAL TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER /
-----------	-----------------	-------------------------------------	----------------------------



			<b>PERUSAL NUMBER</b>

#### **4. DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR DEEM ME TO BE IN DEFAULT OF  
THE CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position (Print) Name of Tenderer

**FAILURE TO SIGN THE DOCUMENT MIGHT LEAD TO DISQUALIFICATION**

**PART T2.2.6: DECLARATION OF TENDERERS PAST SCM PRACTICES**

**Penalty: -**

**Upon detecting any false claim or statement hereunder will result in the Tenderers de-registration and the Tenderer will be prevented from participation in future contracts for a period of three (3) years.**

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

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes †	No †
4.1.1	If so, furnish particulars:		

4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register, enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes †	No †
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes †	No †
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes †	No †
4.4.1	If so, furnish particulars:		
4.5	Was there any form of action against the Tenderer by the CIDB, or any contract/ project cancelled due to fronting or any fraudulent activities?	Yes	No
4.5.1	If so, furnish particulars:		

## CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY  
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.  
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

I confirm that I am duly authorized to sign this contract.

## **PART T2.2.7: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION**

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

- 
1. Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.
  2. Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

## **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Tender:

**CONTRACT:**

\_\_\_\_\_

in response to the invitation for the Tender made by:

\_\_\_\_\_

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

\_\_\_\_\_ that:

\_\_\_\_\_

(Name of Tenderer)

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether affiliated with the Tenderer, who:
  - (a) has been requested to submit a Tender in response to this Tender invitation;
  - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a Tender;
  - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - (f) Tendering with the intention not to win the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 
3. **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.

**11. N.B.:- THIS FORM MUST BE SIGNED BY THE TENDERER AND TWO WITNESSES**

.....

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

.....

Position \_\_\_\_\_ Name of Tenderer \_\_\_\_\_

WITNESS (1) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

## **PART T2.2.8: SERVICE PROVIDER CODE OF CONDUCT**

DBSA Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with DBSA must understand and support. These are:

- The DBSA Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution of the Republic of South Africa, 1996 - the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008,
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000,
- The Construction Industry Development Board Act, Act 38 of 2000(CIDB Act); and
- The Preferential Procurement Policy Framework Act, Act 5 of 2000.

This code of conduct has been included in this contract to formally appraise DBSA Service providers of DBSA's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

### ***Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices***

DBSA's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

- 1. DBSA will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.**



- DBSA and its employees will adhere the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
- DBSA Employees must not accept or request, agree or promise to accept, money, or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked 3<sup>rd</sup> party;
- Employees may not receive anything that is intended to:
  - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
  - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a service provider is confronted with fraudulent or corrupt behaviour of DBSA employees. We expect our Service providers to use our “Tip-offs Anonymous” Hot line to report these acts – 0800 204 933 or email [dbsa@tip-offs.com](mailto:dbsa@tip-offs.com).

**2. DBSA Limited is firmly committed to the concept of free and competitive enterprise.**

- Service providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- DBSA does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**3. DBSA's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- Generally, service providers have their own business standards and regulations. Although DBSA cannot control the actions of our service providers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion in whatever form that is intended to influence procurement decisions;

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards DBSA employees.
- Service providers will be evaluated and approved before any materials, components, products or services are purchased from them. A rigorous due diligence is conducted and the service provider is expected to participate in an honest and straight forward manner.
  - Service providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

#### 4. **Conflicts of Interest**

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of DBSA .

- Doing business with family members or close associates.
- Having a financial or beneficial interest in another company in our industry or environment

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then DBSA reserves its right to review doing business with these service providers.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "DBSA Service Provider Code of Conduct."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PART T2.2.9: RFP DECLARATION FORM**

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. DBSA has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from DBSA sources, other than information formally received from the designated DBSA contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by DBSA in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the DBSA as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with DBSA:

\_\_\_\_\_

---



---



---

*[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with DBSA]*

We declare, to the extent that we are aware or become aware of any relationship between ourselves and DBSA (other than any existing and appropriate business relationship with DBSA) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify DBSA immediately in writing of such circumstances.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of  ..... .....  duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

**PART T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1:** Name of enterprise: .....

**Section 2:** VAT registration number, if any: .....

**Section 3:** CIDB registration number, if any: .....

**Section 4:** Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

reference number .....

**Section 6: Record in the service of the state**

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

**PART T2.2.11: CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENT**

NAME OF TENDERING ENTITY:

- 
1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by DBSA for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
  2. I/we furthermore agree that DBSA shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
  3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
  4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
    - a) has been requested to submit a Tender in response to this Tender invitation;
    - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
    - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.
  5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
  6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - a) prices;
    - b) geographical area where Services will be rendered [market allocation]
    - c) methods, factors or formulas used to calculate prices;



- d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention not winning the Tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders 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 South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PART T2.3: RETURNABLE DOCUMENTS

### Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.3	PAGE	TENDERER COMPLIED?
T2.3.1	Related Experience of Tenderer	52	
<del>T2.3.2</del>	<del>Management and CV's of Key Persons</del>	54	-
<del>T2.3.3</del>	<del>Schedule of Plant and Equipment</del>	55	-
<del>T2.3.4</del>	<del>Schedule of Proposed Sub-Contractors/ Consultants</del>	57	-
T2.3.5	Programme	58	
<del>T2.3.6</del>	<del>Financial Standing / Bank Rating</del>	59	-
T2.3.7	Quality Plan	60	
T2.3.8	Health and Safety	61	
T2.3.9	Capacity and Ability to meet Delivery Schedule	62	
<del>T2.3.10</del>	<del>Statement of Technical Compliance</del>	63	-

Name : ..... Signature .....

Capacity : .....





**PART T2.3.2: MANAGEMENT AND CV'S OF KEY PERSONS**

The experience of assigned staff members in relation to the Scope of Services will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, legislation, techniques, etc.
- 4) Additionally refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

For purpose of evaluation, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories **1) Contract Manager, 2) Site Agent, 3) Site Foreman, 4) Plant Operators/Artisans personnel and 5) Safety Officer, SACPCMP.**

CV's of the assigned staff members of not more than 2 pages each should be attached to this schedule. Each CV should be structured under the following headings:

1. Personal particulars:
  - name.
  - date and place of birth.
  - place (s) of tertiary education and dates associated therewith.
  - professional awards.
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
3. Skills.
4. Name of current employer and position in enterprise.
5. Overview of post graduate / diploma experience (year, organization and position).
6. Outline of recent assignments / experience that has a bearing on the scope of work.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

\_\_\_\_\_  
(Signature) (Date)



DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

~~\*Attach additional pages if more space is required~~

~~The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.~~

- ~~• Additionally refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.~~

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

~~Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.~~

\_\_\_\_\_  
(Signature) (Date)

**PART T2.3.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS/ CONSULTANTS**

*This returnable is to be read in conjunction with T2.4.2 PPPFA Prequalify & Subcontracting Schedule. By signing this returnable, the tenderer confirms alignment in full.*

We notify you that it is our intention to employ the following subcontractors / sub-consultants for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors / Sub-consultants in accordance with requirements in the contract for such appointments and to provide copies of the subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

\_\_\_\_\_  
(Signature) (Date)



**PART T2.3.5: PROGRAMME**

**Note to tenderers:**

The Tenderer need to submit a high level (minimum level 3 breakdown) programme to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

Please provide your signed proposed programme showing the following Task Completion in weeks after Award (example below):

- ~~Geotechnical Investigation : 3 weeks~~
- ~~Survey : 3 weeks~~
- ~~Formation Layer work Design : 5 weeks~~
- ~~Design Foundations of Warehouse : 8 weeks~~
- ~~Design Floor of Warehouse: 8 weeks.~~
- ~~Design Steel Shed and Cladding (Warehouse): 12 weeks.~~
- ~~Electrical Engineering : 10 weeks~~
- ~~Mechanical Engineering : 12 weeks~~
- ~~Fire Protection Design : 14 weeks~~
- ~~Other Civil Designs : 14 weeks~~

The successful Tenderer shall submit a detailed programme within 3 days after the commencement date.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

\_\_\_\_\_  
(Signature) (Date)

**PART T2.3.6: FINANCIAL STANDING / BANK RATING**

The Tenderer shall make enquiries to obtain a bank rating from their bank. The Tenderer is to provide the following details of his banker and bank account that he intends to use for the project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): .....

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

- Additionally refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

**NB : IT IS REQUIRED FOR THE TENDERER TO SUBMIT CURRENT THREE (3) YEARS ANNUAL  
AUDITED FINANCIAL STATEMENTS**

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

## **PART T2.3.7: QUALITY PLAN**

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
  2. The Contractor's Quality Policy.
  3. Index of procedures to be used during the contract.
  4. Audit Schedule for internal and external audits during the contract.
  5. ISO 9001 certification.
  6. Typical Quality Manual.
  7. Typical Quality Control Plan.
  8. Typical data book index.
- Additionally refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

## **PART T2.3.8: HEALTH AND SAFETY**

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Proof of Effective Safety Management System.
3. Six months synopsis of SHE incidents, description, type and action taken.
4. SHE challenges envisaged for the project and how they will be addressed and overcome.
5. Construction Health and Safety File (Index).
6. Proof of Construction Health and Safety Officer registration with SACPCMP as Construction Health and Safety Officer.
7. Additionally refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

### **Index of documentation attached to this schedule:**

.....

.....

.....

.....

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

## **PART T2.3.9: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE**

### **Note to tenderers:**

The Tenderer is required to demonstrate to the Employer that he has sufficient current and future capacity to carry out the work as detailed in the Service Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on; and
- The work as covered in the Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.
- Additionally refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

**PART T2.3.10: STATEMENT OF TECHNICAL COMPLIANCE**

**Note to tenderers:**

~~Tenderers shall complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Works Information and the specifications referred to in the Works Information. Each statement of less than full compliance must be properly clarified.~~

**Index of documentation attached to this schedule:**


I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

~~Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.~~

\_\_\_\_\_  
(Signature) (Date)

## PART T2.4: RETURNABLE DOCUMENTS

### Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.4	PAGE	TENDERER COMPLIED?
T2.4.1	Form of the Performance Guarantee	65	
<del>T2.4.2</del>	<del>PPPFA Prequalify &amp; Subcontracting Schedule</del>	<del>70</del>	-
T2.4.3	Broad Based Black Empowerment Status Level Certificate	76	
T2.4.4	Declaration Certificate For Local Production And Content For Designated Sectors	82	

Name : ..... Signature .....

Capacity : .....

## **PART T2.4.1: FORM OF THE PERFORMANCE GUARANTEE**

In terms of clause X13 of the NEC3 SUPPLY CONTRACT (SC) Reviewed 2013 allows for provision of a variable performance guarantee from an approved financial institution which the *Employer* has accepted.

**For this contract only performance bonds provided by a financial institution registered in South Africa will be accepted.**

It is hereby agreed that a Performance Guarantee drafted exactly, or substantially similar, as provided in this returnable and Volume 3 section C1.3 will be provided by the Guarantor named below, which is a bank or insurer registered in South Africa:

Name of Guarantor (Bank/insurer).....

Address .....

The Performance Guarantee shall be provided with the other returnables as set out in the conditional Letter of Acceptance of the successful tenderer's tender unless otherwise agreed to by the parties.

Signed .....

Name .....

Capacity .....

On behalf of (name of tenderer) .....

Date .....

### **CONFIRMED BY Guarantor's Authorised Representative**

Signature(s) .....

Name (print) .....

Capacity .....

On behalf of Guarantor .....

(Bank/insurer)

Date .....



The Tenderer must attach hereto a letter from the guarantor with whom he has made the necessary arrangements, to the effect that the said guarantor will be prepared to provide the required performance guarantee when asked to do so. The acceptable pro forma wording is as per section below and in Volume 3, C1.3.

**Pro-Forma NEC3 Variable On Demand Performance Guarantee**

To: The Development Bank of Southern Africa Limited

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

**1. In this Guarantee**

**1.1 The following words and expressions have the following meanings:**

**1.1.1** "Guarantor" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [●] **Financial Services Board Registration number**

**1.1.2** "Guarantor's Address" - means [●]; *[Drafting Note: Guarantor's physical address to be inserted]*

**1.1.3** "Contract" - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*

**1.1.4** "Contractor" - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*

**1.1.5** "Employer" - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of

Southern Africa Limited Act, 13 of 1979;

- 1.1.6 “Expiry Date” - means one month after the Defects Date [*Drafting Note: This date should align with the date of final completion*];
- 1.1.7
- 1.1.8 “this Guarantee” - means this document;
- 1.1.9
- 1.1.10 “Guaranteed Sum” – means, subject to clause 4, the sum of [● - figure] ([● - words]) the maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) which amount will reduce with 50% when the Completion certificate is issued until the Expiry Date .
- 1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor’s address or by email to the following email [.....insert..] and shall:
- 3.1 state the amount claimed (“the Demand Amount”);
- 3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer’s written certificate certifying the amount of such reduction and the Contractor’s entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:

- 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
- 5.1.1 is and shall be absolute and unconditional in all circumstances; and
- 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
- 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
- 5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
- 6. The Guarantor's obligations in terms of this Guarantee:**
- 6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
- 7. This Guarantee:**
- 7.1 shall expire on the Expiry Date until which time it is irrevocable;
- 7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;
- 7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, obtaining any court order; and
- 7.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

- 8.** The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at \_\_\_\_\_ Date \_\_\_\_\_

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: \_\_\_\_\_ Guarantor Signatory 2: \_\_\_\_\_

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

Capacity of Guarantor Capacity of Guarantor  
Signatory 1: \_\_\_\_\_ Signatory 2: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_  
(Printed Name of Witness) (Printed name of witness)

\_\_\_\_\_

**Guarantor's seal or stamp** \_\_\_\_\_

**PART T2.4.2: PPPFA PREQUALIFY & SUBCONTRACTING SCHEDULE**

The Development Bank of Southern Africa Limited (DBSA), as a state-owned enterprise, is tasked with achieving government socio-economic transformation and development initiatives through its procurement spend. The DBSA therefore endeavours to promote such initiatives through its procurement, by means of one or a combination of the following, in terms of the Preferential Procurement Policy Framework Act (PPPFA), 2000: Preferential Procurement Regulations (PPR), 2017:

1. Application of Pre-Qualification Criteria in line with the PPPFA: PPR 2017;
  2. Application of Subcontracting as a Condition of Tender, in line with the PPPFA: PPR 2017;
- 2.1 The basis and conditions for sub-contracting as a condition of tender, is further detailed under Table 2 below.

The Tenderer if successful in this bid offer, will be provided specific time stipulated in the Conditional Appointment Letter from communication of the Conditional Appointment Letter, to provide the Signed Subcontracting Agreement(s) and Supporting Documents, in line with the information detailed in this Returnable. Failure to adhere to this will result in the immediate retraction of the Conditional Appointment Letter, without an option to rectify.

**ACCEPTANCE OF PREQUALIFIER (NON AGREEMENT WILL RESULT IN DISQUALIFICATION)**

THE TENDERER HEREBY FORMALLY CONFIRMS THAT **IF SUCCESSFUL** IN THIS BID OFFER, THE TENDERER WILL **FULLY COMPLY AND ADHERE IN FULL**, TO ALL THE REQUIREMENTS STIPULATED IN THIS **TENDER RETURNABLE T2.4.2** IN ITS ENTIRETY. I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

I, THE UNDERSIGNED (FULL NAME OF AUTHORISED PERSON) .....

ON BEHALF OF (FULL NAME OF TENDERING ENTITY) .....

SIGNATURE: - - - - - DATE: - - - - -

**Additional information to subcontracting requirement in terms of Regulations 4 or 9 PPR 2017:**

- ~~i. It is the responsibility of the tenderer to select competent subcontractors that meet all the requirements of the tender. The fact that the DBSA/Employer may make a list of potential subcontractors available as registered on the National Treasury CSD or on a DBSA Client database does not result in any liability of the DBSA/Employer or a warranty that the listed suppliers are competent.~~
- ~~ii. Subcontractors may not be allocated work which contradicts any regulations, regulatory body and/or compliance requirements relevant to the work being sub-contracted for i.e. requirements by CIDB Regulations, accreditations and registrations to professional / regulatory institutions in the case of professional services etc.~~
- ~~iii. The lead tenderer will be responsible for all due diligence on the selected subcontractors and will be held liable for any non-performance.~~
- ~~iv. With reference to **the Preferential Procurement Regulations 2017, Regulation 6(5), 7(5) and 12(3)**; "A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise, that does not have an equal or higher B-BBEE status level of contributor than the person concerned."~~
  - ~~• "Unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract".~~
  - ~~• Or the tenderer may not be awarded points for B-BBEE status level of contribution.~~
- ~~v. Tenderers are to provide formal proof of the subcontracting arrangement/s (Signed/ Proposed Subcontracting Agreement(s)), also stipulating the percentage and equivalent Rand value being subcontracted.~~
- ~~vi. Tenderers are to provide the following documentation for each of the relevant subcontractors, as a minimum, in support of the Signed/ Proposed Subcontracting Agreement(s):~~

**Supporting Documents to Subcontracting Agreement/s**

~~Certified Copy of valid B-BBEE Certificate/ Affidavit.  
(Non-Compliance will result in Preference score of 0).~~

~~Copy of valid/ active CIDB registration in the case of construction work.  
(Non-Compliant info will result in disqualification).~~

~~Copy of valid/ active registration or application to regulatory institutions (where stipulated) in the case of professional services work. (Non-Compliant info will result in disqualification).~~

~~A valid and active Tax Compliance Status Pin issued by SARS.  
(Non-Compliant info will result in disqualification).~~

~~Submission of National Treasury Central Supplier Database (CSD) Summary Report. (Non-Compliant info will result in disqualification).~~

**Note:** ~~It is incumbent and expected that the Tenderer will apply the same due care and diligence in selecting and managing its sub-contractors / joint venture partner as would have been the case in their own appointment.~~

## 1. PRE-QUALIFICATION CRITERIA

**In line with the Preferential Procurement Regulations 2017, Regulation 4, the following Categories are applied as a pre-qualifier:-**

NR.	CATEGORIES OF PRE-QUALIFICATION	APPLICABLE/ NOT APPLICABLE	COMPLIANT (YES/NO)
1	A tenderer having a stipulated minimum B-BBEE status level of contributor;	N/A	N/A
2	An EME or QSE;	N/A	N/A
3	A tenderer subcontracting a minimum of <b>30%</b> to:	N/A	N/A
3.1	An EME or QSE which is at least 51% owned by black people; or	N/A	N/A
3.2	an EME or QSE which is at least 51% owned by black people who are youth; or	N/A	N/A
3.3	an EME or QSE which is at least owned by black people who are women; or	N/A	N/A
3.4	an EME or QSE which is at least 51% owned by black people with disabilities; or	N/A	N/A
3.5	an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or	N/A	N/A
3.6	a cooperative which is at least 51% owned by black people; or	N/A	N/A
3.7	an EME or QSE which is at least 51% owned by black people who are military veterans; or	N/A	N/A
3.8	an EME or QSE.	N/A	N/A

I, THE UNDERSIGNED (FULL NAME OF AUTHORISED PERSON) .....

ON BEHALF OF (FULL NAME OF TENDERING ENTITY) .....

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRETY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

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



## 2. SUBCONTRACTING AS A CONDITION OF TENDER

In line with the Preferential Procurement Policy Regulations 2017, Regulation 9, Subcontracting may only be to one or a combination of the following (as per National Treasury CSD short list provided):

NR.	CATEGORIES FOR SUBCONTRACTING	APPLICABLE/ NOT APPLICABLE	COMPLIANT (YES/NO)
<del>1</del>	A tenderer subcontracting a minimum of 30% of the value of the contract to:	APPLICABLE	
<del>1.1</del>	An EME or QSE which is at least 51% owned by black people; or	APPLICABLE	
<del>1.2</del>	an EME or QSE which is at least 51% owned by black people who are youth; or	APPLICABLE	
<del>1.3</del>	an EME or QSE which is at least 51% owned by black people who are women; or	APPLICABLE	
<del>1.4</del>	an EME or QSE which is at least 51% owned by black people with disabilities; or	APPLICABLE	
<del>1.5</del>	an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or	APPLICABLE	
<del>1.6</del>	a cooperative which is at least 51% owned by black people; or	APPLICABLE	
<del>1.7</del>	an EME or QSE which is at least 51% owned by black people who are military veterans; or	APPLICABLE	
<del>1.8</del>	an EME or QSE.	APPLICABLE	

Tenderers are formally required to allow for subcontracting of the allocated work as set out in the Scope of Work: **70%** of the Tender Value offered.

I, THE UNDERSIGNED (FULL NAME OF AUTHORISED PERSON) .....

ON BEHALF OF (FULL NAME OF TENDERING ENTITY) .....

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRETY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: - - -

DATE: - - -

- - -

- - -

## 2.1 BASIS AND CONDITIONS FOR SUBCONTRACTING AS A CONDITION OF TENDER

~~The basis and conditions for sub-contracting as a condition of tender is detailed as follow:~~

~~2.1.1 The advancement of certain designated groups in terms of Regulation 4 PPR 2017;~~

~~2.1.2 The advancement of suppliers or enterprises in the geographical area or Province where the project site is located;~~

~~2.1.3 To utilize suppliers or enterprises contracted by other organs of state contracted in terms of framework agreements, including especially the organ of state to whom DBSA acts as Implementing Agent.~~

~~2.1.4 All requirements stipulated under clauses 2 and 2.1 of this Returnable, must be read in conjunction with the information documented within the Returnable~~ **T2.3.4 – Schedule of Proposed Subcontractors.**

I, THE UNDERSIGNED (FULL NAME OF AUTHORISED PERSON) .....

ON BEHALF OF (FULL NAME OF TENDERING ENTITY) .....

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: - - -

DATE: - - -

- - -

- - -

### 3. SUBCONTRACTING AFTER AWARD OF TENDER

In line with the Preferential Procurement Policy Regulations 2017, Regulation 12, Subcontracting after Award, the following are contractual obligations for notification:

- 3.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 3.2 A person awarded a contract in relation to a designated sector, may not subcontract 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.
- 3.3 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

I, THE UNDERSIGNED (FULL NAME OF AUTHORISED PERSON) .....

ON BEHALF OF (FULL NAME OF TENDERING ENTITY) .....

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT TO AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS ANNEXURE IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; MAY TAKE LEGAL ACTION.

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

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

**PART T2.4.3: BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE**

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

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included);
- if it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

1.2

- a) The value of this tender is estimated not to **exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;

1.3 Points for this tender shall be awarded for:

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

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

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>	<b>40</b>
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof of B-BBEE Status level of contributor together with the tender, 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 tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences,



#### 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 tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

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

#### 5. TENDER DECLARATION

- 5.1 Tenderers 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 (Mandatory info must be in line with Returnables T2.3.4 & T2.4.2)

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

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

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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS: .....

.....

.....



**PART T2.4.4: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD6.2)**

**LOCAL CONTENT & Applicable Annexures C, D & E**

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

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

**1. General Conditions**

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

Item	Description	Quantity	Price Schedule Page Reference	Stipulated Minimum Threshold %
1.	School Furniture	As per Schedule	As per Schedule	85%

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

### **LOCAL CONTENT DECLARATION**

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

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

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

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.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
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

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


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

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

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

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

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

	<p style="text-align: center;">VOLUME 2 OF 3</p> <p style="text-align: center;">NEC3 SUPPLY CONTRACT</p> <p style="text-align: center;">TENDER RETURNABLES</p>	<p>Tender No.: RFP 263/2021</p> <p>APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE, DELIVER FURNITURE TO 14 SCHOOLS IN THE EASTERN CAPE WITHIN THE ACCELERATED SCHOOLS INFRASTRUCTURE DELIVERY INITIATIVE (ASIDI) 47 PROGRAMME ON BEHALF OF THE DEPARTMENT OF BASIC EDUCATION (DBE): CLUSTER B</p>
---	--	---

Note:

- i. Ensure **Annexure C** is populated per Designated Sector as listed on pg. 90.
- ii. This is irrespective of whether there are any imports or not.

Annex C												SATS 1286.2011	
Local Content Declaration - Summary Schedule													
(C1)	Tender No.	RFP 263/2021										<b>Note:</b> VAT to be excluded from all calculations	
(C2)	Tender description:												
(C3)	Designated product(s)	As per below "List of Items".											
(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)	
	1	School furniture											
									(C20) Total tender value		R 0		
<u>Signature of tenderer from Annex B</u>									(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		
Date:									(C25) Average local content % of tender				

**SATS 1286.2011**

**Annex D - Continued**

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

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

**Calculation of imported content**

**Summary**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	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**

**Calculation of foreign currency payments**

**Summary of payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

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

#REF!

Date:

This total must correspond with  
Annex C - C 23



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