



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

**DUE AT 11:00AM
ON
04 JULY 2025**

RFQ: WTE-2508ES

**ONCE-OFF RODENT CONTROL AND TERMITE TREATMENT AT THE
FOLLOWING DAMS:
GOEDERTROUW DAM
BEVENSON DAM
QEDUSIZI DAM**

SUBMIT BID DOCUMENTS TO:

**TO BE DEPOSITED IN THE BID BOX AT:
DEPT. WATER AND SANITATION,
MIDMAR DAM WALL
OFF THE R103
TWEEDIE ROAD
SECURITY GUARDHUT**

BIDDER: (Company address and stamp)

DEPARTMENT OF WATER AND SANITATION

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SECTION 1: LEGALITIES

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INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A complete set of bid documents are issued to a prospective Bidder.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct, or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the bidders must immediately notify the Department to have any discrepancy rectified or clarified before submitting this bid.

Such clarification will be valid only if made by the Department through formal amendment as described hereunder before the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.

- (c) No alterations, omissions, or additions shall be made to this document, but should it be deemed necessary, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used by them for or in connection with the submission of bids that conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initiated by the Bidder at the bottom of the page.

2. QUERIES CONCERNING THIS BID

Queries of a specific technical nature may be directed to **the Supply Chain Management office** at or maybe made in writing to: AS PER SBD.1

3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) **SBD 3.1 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.**
- (d) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

The Bid Document shall be completed, signed, and submitted as follows:

- (a) The original Bid, together with a cover letter and supporting documents, shall be sealed in an envelope endorsed:

"ORIGINAL BID FOR BID WTE-2508ES
, and the name of the Bidder shall be clearly shown.

- (b) Bids sealed and endorsed as above, must be deposited in the bid box situated at:

Department of Water and Sanitation:

and not later than 11:00 on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorized thereto, and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorized thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.

If the bid is submitted by a joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a notarially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration, and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as attached shall be regarded as an integral part of the contract documents.

7. BIDDERS DISCLOSURE

This document must be completed in full.

Bidders' attention is drawn particularly to PARAGRAPH 2.3 which requires the bidder to disclose if the company or any of the directors have an interest in other companies whether they have bided or not.

Bidders are required to provide all information. Should a bidder have more companies to declare such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be in line with what is captured in the CSD report

8. BIDDERS TO COMPLY WITH DOCUMENTS

Where applicable, Bidders must allow in their Bids for all labour, material, machinery, and everything necessary for the execution and completion of the Contract per the bid documents. No alterations may be made in the Invitation to Bid, Schedule of Quantities, or other documents, and the bid will be deemed to comply entirely with the terms of the documents.

9. TELEGRAPHIC BIDS

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

10. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

DWS does not bind itself to accept the lowest or any bid.

DWS reserves the right to cancel or revoke this request at any stage of the procurement process.

DWS reserves the right to award this quotation in part or in full as per the BOQ.

Any item evaluated as per the bidder's offer against the technical specification and subsequently found to be in non-compliance to the technical specification, will not be accepted at delivery, and will be returned at the bidder's cost.

In the event that the awarded bidder fails to deliver within the prescribed delivery period, the contract will be cancelled, and the second ranked responsive bidder will be engaged to supply.

11. THE DEPARTMENT IS NOT LIABLE FOR THE BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

12. PAYMENTS UNDER THE CONTRACT

All payments due to the Bidder in terms of the contract will be done through Electronic Fund Transfer.

13. REJECTION OF BID

Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

14. RESULTS OF BIDS

Results of bids are published on the E-tender website.

15. EVALUATION CRITERIA

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2022, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score special goals as follows: Women = **5 points**, Disability = **5 points**, Youth = **5 points**, Location of enterprise (local equals province) = **2 points** and B-BBEE status level contributors from level **1 to 2** which are QSE or EME = **3 points**

Bids received will be evaluated on the three (3) phases namely **Administrative Compliance**, **Technical compliance** and **Price and Preference Points**

DEPARTMENT OF WATER AND SANITATION

BID WTE- 2508ES

SECTION 2: SPECIFICATIONS

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1. SPECIFICATION AND BILL OF QUANTITIES:

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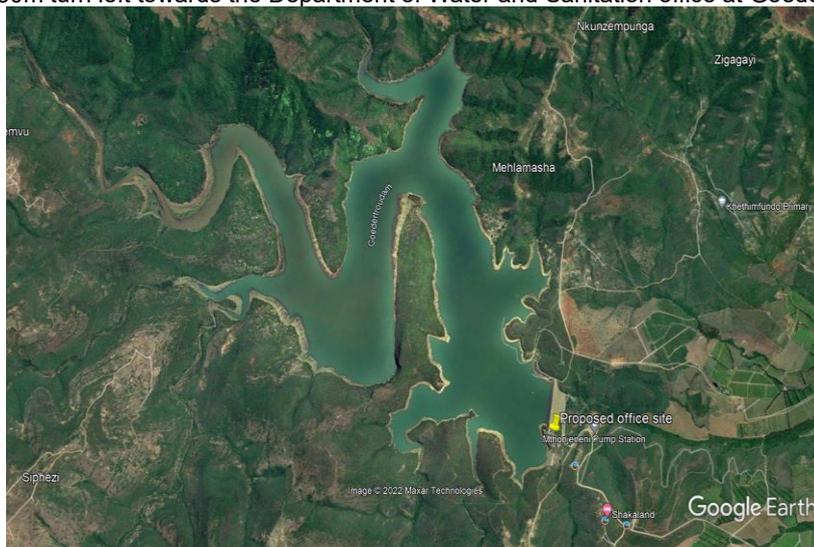
B. GENERAL BACKGROUND INFORMATION

2.1 Goedertrouw Dam is an **earth-filled dam** in **South Africa**. The Dam was constructed on the **Mhlathuze River**, near **Eshowe, KwaZulu-Natal**, in 1980 (commissioned in 1982). It currently has a capacity of 301 million m³ and is principally for provision of water to the industrial complex at Richards Bay. It serves also as reservoir for irrigation and domestic use. The hazard potential of the dam has been ranked high (3).

The coordinates of the dam is $28^{\circ} 45' 52''$ S $31^{\circ} 25' 46''$ E

Directions to the dam

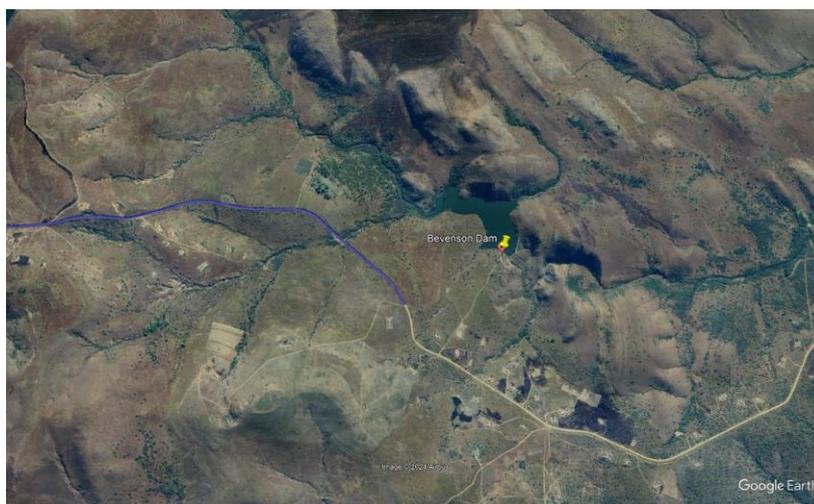
From the South: Travel on the N2 North. Take the exit 277 for R66 toward Gingindlovu/Eshowe/Ulundi and follow the road for approximately 42.1km. Turn left and proceed for 4,8km. Keep slight left for 1,0km towards the Dam. At approximately 550m turn left towards the Department of Water and Sanitation office at Goedertrouw dam.



2.2 Beverson Dam is a 23m high embankment dam with a storage capacity of 1 025 million cubic metres located on the Kwambizankulu river near Glukstadt in the Vryheid district of Kwazulu-Natal Province.

Directions to the dam: to reach the dam wall from Vryheid, head south on Oos Street, continue on the R34 for 30 kilometres. Turn left onto an unnamed road, there is a board labelled 'Gluckstadt 1' and continue for 11 kilometres. The dam wall will be on your left side. There is currently no access control to the dam wall.

The co-ordinates of the dam is $28^{\circ}32'38.28''$ S $29^{\circ}44'38.60''$ E



2.3 Qedusizi Dam: previously known as the Mt Pleasant Dam, is a composite type dam with a roller-compacted concrete (RCC) or 'rollcrete' spillway and earth-fill embankments.. Site preparation began in 1994, was completed in 1997 and serves mainly as a flood attenuation and control dam to reduce flooding in the town of Ladysmith. The

town is located in a loop of the Klip River and was established there primarily for defense reasons in 1847 by Boers before being annexed by the British. It has experienced numerous floods ever since.

The coordinates of the dam are: [28°32'31"S](#) [29°44'41"E](#)

Directions to the Dam: It is located on the [Klip River](#) in [KwaZulu-Natal](#), [South Africa](#) upstream of the town of [Ladysmith](#). On the R103 from the N11 you will head towards Harrismith. About 180m before the intersection you will turn left into the access road to the dam



C. Technical specifications Contents

1. General

- 1.1 The Service Provider and their operatives must be qualified and competent to carry out the works required under this agreement.
- 1.2 The Service Provider must at all times take reasonable precautions to ensure the safety of users of the development and ensure that they are caused the minimum of inconvenience.
- 1.3 This document should be read as part of the Short Form Contract.
- 1.4 All Planned work shall be carried out on weekdays only between 8:30am and 16:00pm.
- 1.5 The Service Provider shall be responsible for any necessary precaution to avoid damage to the property of the Client and its residents. Any such damage is to be reported to the Client and the costs of repair, making good, or replacement shall be recoverable from the Service Provider.
- 1.6 The Service Provider is to ensure that no machinery, materials etc. are left unattended. Under no circumstances shall toxic, inflammable or noxious substances be stored on site.
- 1.7 The Service Provider is to make good any damage to pipes, ducts, windows, main cables etc. due to any cause within his control.
- 1.8 If for any reason beyond the Service Provider's control it should prove impossible to carry out the works specified in this contract the Client's representative should be advised immediately.

2. Services Provided

- 2.1 This agreement shall include for all work associated with planned and reactive pest control of the properties, or schemes in the schedule attached within the contract documentation.
- 2.2 This specification defines the quality and standards of the service provision. The service strives not only to meet those standards but to exceed them and add value.
- 2.3 All operatives need to familiarise themselves with the Fire evacuation procedure for any building in which they work.
- 2.6 All signage required during the course of work undertaken are to be supplied by the Service Provider
- 2.7 All containers/bait traps utilised by the Service Provider are to be appropriately labelled.
- 2.8 The work is to be carried out to the complete satisfaction of the Client and all work is to be carried out to approved standards.

3. Scope of Work

3.1 Description

- 3.1.1 The Contract includes but is not limited to the prevention and removal of the following:
 - Rats
 - Mice
 - ants
 - moles
 - foxes
 - any burrowing animals

3.2 Works Programme

3.2.1 Pest Control Services are required on a reactive or a Planned Programme basis

3.3 Areas

3.3.1 The Successful service provider shall be expected to have familiarised themselves with the nature of the various areas within the patches to which this contract applies and the common pests that can occur.

3.4 Schedule of Rates (SOR).

3.4.1 The reactive works shall be tendered on a SOR basis .

3.4.2 Any form of trap or other type of equipment that may be necessary in the exercise of the required works shall be identified as a separate cost within the suppliers SOR cost

3.4.3 Planned Programmed Properties shall also have call outs as required at an agreed SOR

3.5 Planned Programmes

3.5.1 A breakdown of programmed properties and Reactive related properties for SOR is included in the schedule.

3.5.2 The schedule sets out our priority properties, particularly those with communal boilers, those close to railway lines or those with shared refuse facilities that will require preventative pest control carried out on a quarterly basis.

3.5.3 The service provider is required to work together with WPH to highlight these issues and look at ways of reducing overall pest control programmes and costs, as part of the Contract Management specification.

3.5.4 Planned Programmed Properties shall also have call outs as required at an agreed SOR

3.6 Reactive

3.6.1 The reactive works shall be tendered on a SOR basis per visit

3.6.2 The volume of reactive work is indicative, and may fluctuate during any year, it is imperative that the Successful Service provider works with WPH to reduce the number of reactive callouts.

3.7 Operational Requirements

3.7.1 The service provider shall provide a comprehensive Pest Control Service to the benefit of WPH, its residents.

3.7.2 The standard of Pest Control Services within WPHs sites plays an important part in maintaining the health and wellbeing of the individuals residing and entering each site.

3.7.3 The service provider shall ensure that high standards of service delivery are provided.

3.7.4 The service provider shall be expected to have familiarised themselves with the nature of the various areas within the Patches to which this contract applies.

3.7.5 The service provider shall continually seek to enhance the performance of the services whilst decreasing the cost to WPH through the concept of continuous improvement.

3.7.6 The service provider shall ensure regular communication with WPH regarding all pest control, housekeeping and proofing issues.

3.7.7 The service provider shall provide copies of site surveys and site reports to the client.

3.7.8 The service provider shall appoint a named individual to manage the contract, and any others employed by the service provider in the delivery of the service related to this contract should wear a uniform with the service provider's Logo.

3.7.9 All employees shall wear an approved form of ID that must be carried and always used.

3.8 Sheltered

3.8.1 If there is a pest in a communal kitchen in a sheltered scheme then this must be treated as an emergency and the service provider must comply with environmental health guidelines in relation to food hygiene and inform staff if the treatment will contravene these guidelines

4. Work Intervals

4.1 Planned works on a predetermined day once to suit both WPH and the residents on the properties

5. Measurement

- 5.1 Compliance will be measured against the identified insect / rodent activity.
- 5.2 Service Providers are required to provide a schedule on planned activities.
- 5.3 All service providers to sign in / out on each visit, this logbook will be held locally and managed by Security officers.
- 5.4 The Client has the right to inspect all of the Services executed by the Service provider at any time

6. Liaison

6.1 Additional requests for general or specific tasks will be raised via the ESO and or Scheme Manager as a verbal instruction and will be followed up by a separate request from the repairs team. If work is carried out via a verbal instruction it is also the responsibility of the Service Provider to ensure a form of written request is generated by WPH.

6.2 Only in exceptional circumstances will 'a lack of labour' be an acceptable reason for failing to meet the service target.

6.3 From time to time health and safety audits will be carried out by ESO in conjunction with the service provider.

7. Reporting

7.1 During visits to the site, the Service Provider is to bring to the attention of the Client any works, which they consider requires attention and which is not covered by this Agreement.

7.2 This would particularly apply to any item, which poses a threat of danger to persons or property and any acts of vandalism and/or damage (including graffiti) in addition to items stored in the communal areas that could be flammable or obstruct the escape routes.

7.4. Following a visit, irrespective of it being planned or reactive, the contractor is to furnish WPH with written confirmation of their actions whether they have found any positive signs of pests or not.

D SCOPE OF WORK AT EACH SITE:

4.1 Goedetrouw Dam:



The left Embankment shown above has ant nests/hills/burrows as well as molehills/mice/rats and other burrowing. The scope of work at this dam entails:

- Traversing the area depicted above
- Identifying ant / termite / any other burrows that may occur, and temporarily marking it
- Applying Ant / termite treatment
- Applying Rodent control including moles / rat / mice
- Flattening / removal of anthills and molehills /mounds after fumigation
- Filling up holes / burrows with in-situ materials
- Leave site in a natural condition with no risk to livestock and other animals.

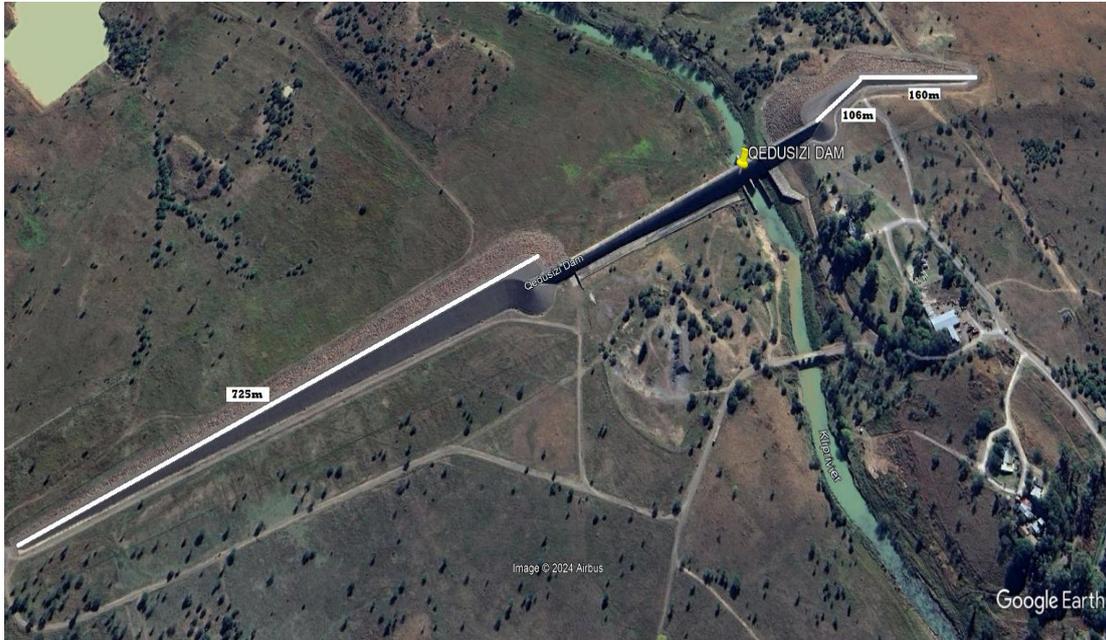
4.2 Bevenson Dam



The parapet dam wall shown above has ant nests/hills/burrows as well as molehills/mice/rats and other burrowing. The scope of work at this dam entails:

- 4.2.1 Traversing the area depicted above
- 4.2.2 Identifying ant / termite / any other burrows that may occur, and temporarily marking it
- 4.2.3 Applying Ant / termite treatment
- 4.2.4 Applying Rodent control including moles / rat / mice
- 4.2.5 Flattening / removal of anthills and molehills /mounds after fumigation
- 4.2.6 Filling up holes / burrows with in-situ materials
- 4.2.7 Leave site in a natural condition with no risk to livestock and other animals.

4.3 Qedusizi Dam



Both earth embankments need to be traversed for rodent and termite activity. The scope of work at this dam entails:

- 1) Traversing the area depicted above
- 2) Identifying ant / termite / any other burrows that may occur, and temporarily marking it
- 3) Applying Ant / termite treatment
- 4) Applying Rodent control including moles / rat / mice
- 5) Flattening / removal of anthills and molehills /mounds after fumigation
- 6) Filling up holes / burrows with in-situ materials
- 7) Leave site in a natural condition with no risk to livestock and other animals.

The following was found on the left earth embankment:



E CONDITIONS OF CONTRACT

1 PRECEDENCE OF THESE CLAUSES

The clauses contained in this section are intended to amplify the rest of the conditions contained in this tender document, and in certain instances to modify the contents. Should any discrepancy appear between these clauses and the rest of the conditions these clauses should take precedence.

2 EXTENT OF THE CONTRACT

This contract **comprises** mainly the termination of termite, burrowing animals and rodents at the Dams

3 RESPONSIBILITIES

The extent of the contract as given above is intended to indicate the **general extent of the works** involved. It is not exhaustive in so far as any detailed item or associated work is concerned and shall **in no way relieve** the contractor of his responsibilities to comply with the specific requirements.

4 SEQUENCE OF WORK

The successful contractor will be required to complete the contract within the present financial year ending 30 September 2024. Completion date will depend on the date of appointment and contract period. The sequence of work shall be determined by the contractor and compiled in a works programme.

5 NATURE OF GROUND AND SUBSOIL CONDITIONS

The soil on the building sites is stable and ground pressure average. Burrows are to be filled with in situ materials. Anthills and molehills are to be reduced to the natural ground line

6 PROCEDURE OF WORK

The Service provider personnel, during the course of this contract will occupy the site. The works on this contract shall be carried out according to program in such a manner as to cause **the least inconvenience** to other Departmental personnel. The service provider shall co-ordinate with the employer's local representative which part of the work to be expedited requires priority.

7 ADMISSION TO SITE

Before the successful tenderer (service provider) arrives on the site, the **local Water Control officers / Civil engineering technician** prior approval must be obtained.

8 INSURANCE

The service provider shall enter a policy of insurance **to cover his liability** under the laws in force relating to the workman's compensation and liability to the public and shall produce proof of such insurance having been affected by him.

The contractor shall indemnify the Department of Water and Sanitation from all claims due to accidents to workmen and the public during the execution of this contract.

9 CHECKING OF TENDER DOCUMENTS

On receipt of the tender documents, the tenderer must, prior to submitting his tender, **check all the tender documents** and should **any difference or discrepancy** between or in the drawings and specifications be detected by the tenderer, he shall seek in writing a decision, from the Director: Operations Eastern, Department of Water and Sanitation, Private Bag X24, Howick, 3290, on the true intent and meaning of the tender documents as the Department of Water and Sanitation **cannot be held liable** for the additional cost of extra work that may be caused as a result thereof.

10 SCOPE OF TENDER PRICE

The tender price and all prices and/or which are inserted into the price schedules in the specification and transferred to the tender form, must be for the execution and completion of the works as well as for the provision of all labour, materials, workmanship, machinery, plant, and everything that is or may become necessary.

11 VALUE ADDED TAX

The tender price shall **include value added tax** payable in terms of the Sales Tax Act No. 103 of 1978, as amended.

12 PAYMENTS

Progress payment

- (a) **One payment will be made upon completion of the project at all dams**

13 GENERAL

Throughout this document the following shall apply:

- (a) **Employer** shall mean the Minister of Water and Sanitation, acting on behalf of the Government of the Republic of South Africa or his duly authorized representative.
- (b) **Engineer** shall mean the Director-General of the Department of Water and Sanitation or his

duly authorized representative. Refer to "Instructions to Tenderers" Clause 2.

Address of **Employer** at Head Office:

**Director General
Department of Water and Sanitation
Private Bag X313
PRETORIA
0001
Tel.: (012) 336-8680**

Address of **local resident engineer** on site:

**Resident Engineer
Department of Water and Sanitation
Private Bag X 24
Howick
3290
Tel.: (033) 2391266**

- The service provider will be an active participant in the **preservation of the environment** and will be required to maintain and contribute towards the safekeeping of the environment. The contract shall regularly or at the engineer's instructions, **clean and clear away** all rubbish and excess materials as the works proceed. The contractor shall be responsible **for the protection** and safety of the premises **against fire** and shall take such precautions as may be directed by the representative of the Department.
- **No wood or plant life** will be harvested from the building site or surrounding area.
- Any **relics, treasure** or other articles of value **found** on the site shall remain the property of the employer and shall be handed to the engineer who shall be the sole arbiter of what constitutes an article of value.
- The service provider shall **acquaint himself** during the pre-tender site meeting with the conditions under which the works are to be done and personally examine the means of access to works, the condition of the roads and generally of all matters which may influence the execution of this contract.
- The service provider shall **provide first aid** facilities complying with the requirements of the Machinery Occupational Safety Act (No. 6 of 1983) and the Occupational Safety Act (Act No. 85 of 1993) and shall adhere to all rules and regulations of the mentioned act. Any death or injury that may occur directly or indirectly due to the actions of this contract shall be solely the responsibility of the contractor and the Department of Water and Sanitation will not be liable for the consequences.

materials timeously.

14 LEAVE PERFECT

On the **completion** of the works the service provider shall **clear away and remove** from the site all construction plant, surplus materials, rubbish, and temporary works of any kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the engineer. The service provider shall also satisfy the engineer that he has complied with the conditions of any wayleaves, which the service provider has negotiated.

F. OCCUPATIONAL HEALTH AND SAFETY

The Occupational Health and Safety Act (Act number 85 of 1993) and related Regulations is applicable. Construction Regulations, Diving Regulations and Confined Areas Regulations have particular reference. The contractor shall notify the Department of Labour, prior to commencing with the project. The DWS shall ensure that the provisions of the OHS are complied with for the duration of the project. The contractor prior to commencing on with the project shall submit:

- A comprehensive OHS file in accordance with the OHS Act.
- A detailed site-specific risk assessment for review and acceptance;
- A detailed method statement for approval by the Project Manager.
- A detailed plan in terms of providing ventilation into the tunnel, gallery, and pipeline.

All work shall be done in accordance with relevant legislation(s) and regulation(s). The DWS reserves the right to stop the contractor from executing work, which is not in accordance with the contractor's OHS plan for the site or which poses a threat to the health and safety of persons. The contractor may not appoint a subcontractor unless the contractor is reasonable satisfied that the subcontractor has necessary competencies and resources to perform work safely. Any subcontractor appointment shall be approved by the Project Engineer. Where a contractor appoints a subcontractor, all OHS Act requirements shall be applicable to the subcontractor. The contractor shall appoint a full-time competent employee in writing as the project supervisor, with the duty of supervising the project.

When the contractor and employees is found contravening OHS Act, the DWS shall stop the work until such time that the contractor implemented corrective measures to the satisfaction of the DWS.

Section 37.2 Appointment

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 wherein the Department of Water and Sanitation as Employer has entered into a contract with the Contractor, in terms of which the Contractor is to perform certain work and services for and on behalf of the Employer, subject to the terms and conditions as contained in such contract.

Then parties have agreed that in respect of performance of the work the Contractor shall be responsible for compliance with the Occupational Health & Safety Act and its Regulations. The Employer and Mandatory accordingly enter in this agreement in terms of Section 37(2) of the OHS Act, the terms, and conditions of which are set out in The Occupational Health and Safety Specification.

Risks Identified by the DWS

The following are the risks associated with this project as identified by the DWS:

- Service gate or isolating equipment failure
- Flooding
- Drowning
- Working at height
- Overhead Crane failure
- Injury due to falling material
- Failure of rigging equipment
- Falling due to slippery surfaces
- Scaffold and climbing equipment collapse
- Noise due to grinding, blast cleaning, etc
- Paint or chemical inhalation
- Injury due to hand tools
- Snake bite

- Hand arm vibration syndrome due to prolonged use of vibratory equipment
- Airborne Fibres and Materials
- Electrocutation
- Moving Machinery
- Back injuries from carrying heavy loads
- Dehydration
- Injury of blasting equipment is serious
- Attack and theft (secluded site)

Notwithstanding the abovementioned risks the contractor shall formulate a risk management plan which will include additional risks identified by the contractor.

Costs of OHS

The cost for OHS shall be included in the Tendered rates.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

RODENT CONTROL AND TERMITE TREATMENT AT THE DAMS

Contract No.:
Pricing Data - Bill of Quantities

ITEM NO	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	1	Contractual Requirements	Sum	All		
	2	Provision of Facilities on site				
	3	General responsibilities and other Fixed-charge obligations (i)..... (ii).....	Sum	All		
	4	SECTION OHSA 193 SAFETY SPECIFICATION				
		1. Health and Safety compliance NB: Each site can be done in 6 hours	Sum	All		
	5	Area to be covered at Goedetrouw Dam 600 * 230 Anthills identified Molehills identified Other Burrowing animals	m2 Each Each Each	area No. No. No.		138000
	6	Area to be covered at Bevenson Dam 113*10 + 70* 10 = 1130 + 700 Anthills identified Molehills identified Other Burrowing animals	m2 Each Each Each	area No. No. No.		1830

7	Area to be covered at Qedusizi Dam 725 * 10 + 106 * 10 + 160 * 10 Anthills identified Molehills identified Other Burrowing animals	m2 Each Each Each	area 9910 No. No. No.		
8	Transport costs	Rands	Km		
9	Labour Costs	Rands	Km		
10	Chemical costs	Rands	Litre		
				Total	R



water & sanitation

RODENT CONTROL AND TERMITE TREATMENT AT THE DAMS

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Contract No. :
Pricing Data - Bill of Quantities

SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
1	Contractual Requirements	R
2	Provision of Facilities on site	R
3	General responsibilities and other Fixed-charge obligations	R
4	SECTION OHSA 193 SAFETY SPECIFICATION	R
5	Area to be covered at Goedetrouw Dam	R
6	Area to be covered at Beverson Dam	R
7	Area to be covered at Qedusizi Dam	R
8	Transport costs	R
9	Labour Costs	R
10	Chemical costs	R
TOTAL		R
DATE		SIGNATURE OF TENDERER

Herewith I, _____ (Bidder's Name) declare that

I have read, completed, and understood the above specifications.

Bidder's Signature

Date

1. ENQUIRIES

- Technical person: NIRDOSH PUNCHUM
E-mail : AS PER SBD1
Tel No: AS PER SBD1

2. SUBMISSION OF BID RESPONSES

- The price quotation documents must be submitted in the Tender Box available at the address below:

Department of Water and Sanitation

- No submissions will be accepted after the closing date and time as stipulated in the bid document.

3. EVALUATION CRITERIA

DWS will evaluate all proposals according to the preferential Procurement Regulations 2022 and submissions will be adjudicated on 80/20 system and the evaluation criteria. Four phase evaluation will be considered in evaluating the bid. Upon receipt of the proposals, the evaluation criteria shown below will be used to select a suitable bidder

The evaluation process includes the following phases:

- Phase 1: Mandatory Compliance
- Phase 2: Administration Compliance
- Phase 3: Technical Compliance
- Phase 4: Price and Specific Goals (80/20) preferential system)

Phase 1: Mandatory Compliance

Bidder must comply with the following requirements. Failure to submit the documents listed below will render your bid non-responsive and will be disqualified.

No	Criteria	Yes	No
1.	Fully completed BOQ and SBD 3.1		

Phase 2: Administrative Compliance

Bidders are required to comply with the following listed below.

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier database must submit CSD report. Provide MAAA number on SBD1.		
2.	Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliant status PIN page.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Bidder's CIPC/CIPRO certificate.		
4	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).		
5	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COIDA).		
6	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a company, it must be signed by a person duly authorised thereto by a Resolution of a board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		
7	Complete, sign, submit SBD1, SBD3.1, SBD4, SBD6.1		

Phase 3: Technical Compliance

Compliance requirements:

- Full compliance to the technical requirements by indicating compliance or non-compliance as per specification spread sheet. Bidders must indicate compliance by means of a (Yes) and non-compliance by means of a (No).
- A bidder who fails to comply with the below requirements in full will be considered non-responsive and may be disqualified from further evaluation.

Criteria	Sub-criteria	Comply	Not Comply	Comments
Relevant Experience (company supervisor) Past or	Use of pesticides for rodent control and termite treatment			

Criteria	Sub-criteria	Comply	Not Comply	Comments
Methodology	Step by step procedures that will be followed to complete this project successfully			

Phase 4: Price and Specific Goals

The 80/20-point system will be used in evaluating all proposals.

SPECIFIC GOALS	20
PRICE	80
Total	100

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents requirement for verification of points allocation:

Procurement Requirement	Required Proof Documents
Women	Full CSD Report

Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture. Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

TECHNICAL ENQUIRIES

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

Name: Nirdosh Punchum

Tel: 0332391266

Mobile: 0605874655

Email: punchumn@dws.gov.za

SECTION 3: SBD 3.1 – PRICING SCHEDULE

CONTENTS

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

SBD 3.1 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

1. GENERAL

The SBD 3.1 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.1 can be subject to change. **The Department reserves the right to only purchase one product per item or one item or none of the items in the pricing schedule.**

The validity of the contract will in no way be affected by differences between the quantities in SBD 3.1 and the quantities finally certified for payment.

3. PRICING OF THE SCHEDULE

The rates to be filled in the SDB 3.1 should include all costs. All rates and amounts quoted in the SBD 3.1 shall be in Rand and shall include VAT.

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, the use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder, failure to initial where the correction was done will invalidate your bid.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

PRICING SCHEDULE – FIRM PRICES

RODENT AND TERMITE CONTROL AT DAMS:

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

THIS PRICING SCHEDULE MUST BE COMPLETED IN FULL- FAILURE TO COMPLY WILL INVALIDATE YOUR BID

Name of bidder:	Bid Number: WTE-2508ES
Closing Time 11:00 am	Closing date: 04 JULY 2025

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

The financial proposal should be detailed and broken down into specific fee categories and be VAT-inclusive.

ITEM NO.	QTY	DESCRIPTION OF GOODS	UNIT PRICE (<i>To be filled by the bidder</i>)	BID PRICE (<i>To be filled by the bidder</i>)
1	All	Contractual Requirements		
2	All	Provision of Facilities on site		
3	All	General responsibilities and other Fixed-charge obligations		
4	All	Section OHSA 193 safety specification		
5	Area	Area to be covered at Goedertrouw Dam		
6	Area	Area to be covered at Bevenson Dam		
7	Area	Area to be covered at Qedusizi Dam		
8	km	Transport costs		
9	hour	Labour Costs		
10	litre	Chemical costs		
			15% VAT	
			TOTAL BID PRICE	

- Required by: OPERATIONS EASTERN
- At: SUPPLY CHIN MANAGEMENT
- Brand and model: N/A

- Country of origin RSA

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF WATER AND SANITATION					
BID NUMBER:	WTE-2508ES	CLOSING DATE:	04 JULY 2025	CLOSING TIME:	11:00
DESCRIPTION	ONCE-OFF RODENT CONTROL AND TERMITE TREATMENT AT THE FOLLOWING DAMS: GOEDERTROUW DAM BEVENSON DAM QEDUSIZI DAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF WATER AND SANITATION					
OFF THE R103					
TWEEDIE ROAD					
SECURITY GUARDHUT					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	N SINGH		CONTACT PERSON	NIRDOSH PUNCHUM	
TELEPHONE NUMBER	033-2391900		TELEPHONE NUMBER	082 806 3792	
E-MAIL ADDRESS	SINGHN@DWS.GOV.ZA		E-MAIL ADDRESS	PUNCHUMN@DWS.GOV.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]				[IF YES, ANSWER THE QUESTIONAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

2 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.

required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
 - a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Who are women	5	
Who has disability	5	
Who is a youth	5	
Location of enterprise (local equals province)	2	
B-BBEE status level contributions from level 1 to 2 which are EME or QSE	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction

of the organ of state that the claims are correct.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND SURNAME:

DATE:

ADDRESS:

.....

.....