

**INGWE TVET
COLLEGE**



Skill the nation and let everyone prosper

**VOLUME 1:
THE TENDER (RETURNABLES)**

FOR

INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS

TENDER No. INGWE/013/2021

NOVEMBER 2021

**PREPARED FOR
INGWE TVET COLLEGE
Administration Centre,
Central Office
Badibanise Village,
Mount Frere**

NAME OF TENDERER:

INDEX

VOLUME 1: THE TENDER (RETURNABLE)

Part 1: Tendering Procedures

- Copy of Tender Advert
- T1.1 Notice and Invitation to tender
- T1.2 Tender Data
- T1.3 Mandatory requirements and Additional criteria

Part 2: Agreement and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.1a Final Summary
- C1.1b Standard Conditions of Tender (Appendix A)
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part 3: Returnable Schedules/Documents

- T2.1 List of Returnable Schedules
- T2.2 Returnable Schedules:
 - SBD2 Tax Clearance certificate (Original to be inserted by Tenderer)
 - SBD4 Declaration of Interest
 - SBD6.1 B-BBEE Claim Forms
 - SBD8 Declaration of Bidder's Past Supply Chain Management Practices
 - SBD9 Certificate of Independent Bid Determination
 - T2.2a Resolution to sign
 - T2.2b Resolution to sign JV
 - T2.2c Schedule of local sub-contractors
 - T2.2k Site Inspection Certificate
 - T2.2n Record of addenda of tender documents
 - T2.2p Schedule of plant & equipment
 - T2.2q Schedule of local materials and equipment
 - T2.2r Compulsory enterprise questionnaire
 - T2.2s Additional particulars
 - T2.2s A1-A3 Project Reference Returnable
 - T2.2u CIDB Grading Certificate / Proof of Registration
 - T2.2v CIPC Certificate & ID Documents; Letter of good standing; B-BBEE Certificate

VOLUME 1: THE TENDER (RETURNABLE)

Part 1:Tendering Procedures

Copy of Tender Advert



higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

Ingwe TVET College



"Enquiries: N Futshane nfutshane@ingwecollege.edu.za Tel:039 940 2142 Ext 179

BID NOTICE

BID DESCRIPTION	COMPULSORY BRIEFING SESSIONS					CLOSING DATE
	VENUE/CAMPUS	BID NUMBER	CIDB Grading	DATE	TIME	CLOSING TIME:
INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS	Maluti Campus	INGWE/013/2021	3 SQ or Higher	18 /11/ 2021	11H00	03/12/2021
						11H00

Ingwe TVET College invites competent and experienced construction companies for the **Installation of High Security Fencing at Maluti Campus.**

The bid documents will be available from the SCM unit upon payment of a **non-refundable** fee of **R300.00** (Three hundred rand only) and will be available on Tender Bulletin/eTender for free. The deposit is to be paid into the College's bank account, namely **First National Bank, Branch Code: 210821, Account No.: 6203 339 0353**, submit proof of deposit prior to collection of the bid document from the SCM office. Bid document will be available from **Friday the 12th of November 2021.**

Completed Bid documents are to be placed in a sealed envelope endorsed **"INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS AND BID NUMBER "** and must be deposited in the bid box/tender box, situated at the **Reception Area, at Ingwe Administration Centre, Badibanise A/A Mount Frere 5090** not later than **11H00 on Friday, 03rd December 2021.** Bids will be opened in public.

NOTE ALL BIDDERS WILL BE REQUIRED TO COMPLY WITH ALL COVID-19 REGULATIONS WHEN VISITING OUR SITES (e.g. masks and 2m social distancing).

THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENT/TENDER DOCUMENT AND FAILURE TO SUBMIT ANY OF THE REQUIRED DOCUMENTSWILL LEAD TO THE BIDS BEING DECLARED NON-RESPONSIVE

- Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT.
- A valid SARS TAX Compliance status with PIN.
- Company municipal Statement of account not older than three (3) months or company lease agreement if renting premises or company ward council letter for non-rate paying areas and rural areas
- Original valid BBBEE certificate or certified copy of BBBEE certificate or Sworn Affidavit
- Full CSD report (Central Supplier Database)
- Joint Ventures to attach: JV Agreement, Consolidated BBBEE certificate and letter of Signatory
- **CIDB Grading: 3SQ or higher.**
- **Certified letter of Good standing (COLD)**

Please note the following:

- Tender documents must be completed with non-erasable ink. Any tender document completed with pencil will not be acceptable and shall be disqualified.
- Ensure that there are no errors or omissions as this may lead to bids being declared non-responsive.
- The submission should be entirely legible. Any changes made to the original text of bid should be crossed through and signed for.
- **DO NOT USE CORRECTION FLUID** as this may invalidate your submission.

Central Office
Badibanise Village
Mount Frere
Tel: 039 940 2142

Mount Frere Campus
Cancele Road
Mount Frere
Tel: 039 940 2142 ext.200

Ngqungqushu Campus
Magwa Road
Lusikisiki
Tel: 039 940 2142 ext.300

Siteto Campus
Mhlanga Village
Bizana
Tel: 039 940 2142 ext.400

Maluti Campus
Mli Road
Maluti
Tel: 039 940 2142 ext.500

Mt Fletcher Campus
Hospital Area
Mount Fletcher
Tel: 039 940 2142 ext.600

www.ingwecollege.edu.za

Evaluation Criteria for this procurement will be as follows:

- Stage 1 - Functionality (Attached)
- Stage 2 - Price and Preferential Points System.

NB: all bidders should at least obtain a minimum of 60% in stage 1 (functionality) in order to qualify for stage 2 (Price Evaluation).

Price Points = 80
BBBEE verification level points = 20
TOTAL = 100

Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contribution	Number of Points (80/20 System)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

BIDDERS SHOULD TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- Ingwe TVET College Supply Chain Management Policy will apply;
- Ingwe TVET College does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted;

Enquiries should be directed to:

Ms. M. Vunguvungu Tel: 039 940 2142 or mvunguvungu@ingwecollege.edu.za (Bidding process)

Mr. M. Nyali Tel: 039 940 2142 or mnyali@ingwecollege.edu.za (Technical queries)

Mr. B. Nkonyane (The Principal)

Date:.....

Central Office
Badibanise Village
Mount Frere
Tel: 039 940 2142

Mount Frere Campus
Cancele Road
Mount Frere
Tel: 039 940 2142 ext.200

Ngqungqushu Campus
Magwa Road
Lusikisiki
Tel: 039 940 2142 ext.300

Siteto Campus
Mhlanga Village
Bizana
Tel: 039 940 2142 ext.400

Maluti Campus
Mli Road
Maluti
Tel: 039 940 2142 ext.500

Mt Fletcher Campus
Hospital Area
Mount Fletcher
Tel: 039 940 2142 ext.600

www.ingwecollege.edu.za

T1.1 Notice and Invitation to Tender

T1.1: NOTICE AND INVITATION TO TENDER

INGWE TVET COLLEGE INVITES TENDERERS FOR THE PROVISION OF:

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Reference No:	INGWE/013/2021

Tender No:	INGWE/013/2021		
Advertising date:	12 November 2021	Closing date:	03 December 2021
Closing time:	11h00	Validity period	120 days

Tenderers must have a CIDB contractor grading of **SQ3**

- ☐ Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders:

<input checked="" type="checkbox"/>	Proof of CIDB Grading. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a SQ3 class of construction work, are eligible to submit tenders.
<input checked="" type="checkbox"/>	Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB in the SQ class of work; 2. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3G class of construction work; 3. the combined B-BBEE certificate must be submitted; 4. the JV agreement must be submitted.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of applicable (T2.2a): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (SBD 4): Declaration of Interest.

<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per List of Returnable Schedules (T2.1)
<input checked="" type="checkbox"/>	An original valid SARS Tax Clearance Certificate or SARS tax compliance status with PIN
<input checked="" type="checkbox"/>	Submission of a valid CIPC Certificates With copy of ID Documents
<input checked="" type="checkbox"/>	Failure to complete all supplementary information and returnable schedules may result in tender deemed null and void (eliminated)
<input checked="" type="checkbox"/>	A Compulsory briefing will take place as indicated in the tender notice, and form T2.2k must be completed and submitted with the tender submission
<input checked="" type="checkbox"/>	Late tenders will not be considered
<input checked="" type="checkbox"/>	Telegraphic, telexed, faxed or electronic tenders will not be considered

This tender will be evaluated according to the preferential procurement model in the PPPFA:

<input checked="" type="checkbox"/> 80/20 Preference point scoring system	<input type="checkbox"/> 90/10 Preference point scoring system
---	--

Allocation of points is as follows:

Price:	80 Points
B-BBEE status Level Contributor	20 points
TOTAL	100 points

1. COLLECTION OF TENDER DOCUMENTS:

- ☒ Tender documents may be collected during working hours at the following address:
Administration Centre, Central office, Badibanise Village, Mount Frere.
Alternatively
 Bid Documents will also be available on tender bulletin and eTender. All bidders who will download the bid documents from Tender Bulletin/eTender must RSVP Mr. M. Nyali @ mnyali@ingwecollege.edu.za so that they can be invited for Compulsory Briefing Session
- ☒ A non-refundable tender deposit of **R 150.00** is payable on collection of the tender documents
- ☒ **A compulsory pre tender site inspection meeting will be held at**
- Ingwe (Maluti) Campus on the 19 November 2021 at 10H00 at the entrance gate.

2. ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Procurement Contact:	Ms. M. Vunguvungu	Telephone No:	039 940 2142
E-mail:	mvunguvungu@ingwecollege.edu.za		
Technical Contact:	Mr M. Nyali	Telephone No:	039 940 2142
E-mail:	mnyali@ingwecollege.edu.za / ottohanise@gmail.com		

3. DEPOSIT / RETURN OF TENDER DOCUMENTS:

3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

3.3. All tenders must be submitted on the official forms - (not to be re-typed)

TENDER DOCUMENTS MAY BE POSTED TO:	OR	DEPOSITED IN THE TENDER BOX AT:
N/A		Administration Centre Central Office Badibanise Village Mount Frere

4. COMPILED BY:

MMPA Quantity Surveyors & Project Managers		12 November 2021
Name of Quantity Surveyor	Signature	Date

T1.2 Tender Data

T1.2: TENDER DATA

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS		
Tender No:	INGWE/013/2021		
Advertising date:	12 November 2021	Closing date:	03 November 2021
Closing time:	11H00	Validity period	120 Days

Clause number																																	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Board Notice No. 86 of 2010, Appendix A of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No 12 of 2009 published in Government Gazette No. 33239 of May 2010 and as amended from time to time. (see www.cidb.org.za)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>																																
F.1.1	The employer is Ingwe TVET College																																
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>TENDERING PROCEDURES (Volume 1) Part 1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender data T1.3 Mandatory requirements and additional criteria</p> <p>Part 2: Agreement and Contract Data C1.1 Form of offer and acceptance C1.1a Final Summary C1.1b Standard Conditions of Tender C1.2 Contract data C1.3 Form of Guarantee</p> <p>RETURABLE DOCUMENTS Part 3: Returnable Schedules/Documents T2.1 List of returnable documents T2.2 Returnable schedules:</p> <table border="1"> <tr> <td>SBD2</td><td>An original valid SARS Tax Clearance Certificate or SARS tax compliance status with PIN (Original to be inserted by Tenderers)</td></tr> <tr> <td>SBD4</td><td>Declaration of Interest</td></tr> <tr> <td>SBD6.1</td><td>PPPFA Claim Forms</td></tr> <tr> <td>SBD8</td><td>Declaration of Bidder's Past Supply Chain Management Practices</td></tr> <tr> <td>SBD9</td><td>Certificate of Independent Bid Determination</td></tr> <tr> <td>T2.2a</td><td>Resolution to sign</td></tr> <tr> <td>T2.2b</td><td>Resolution to sign JV</td></tr> <tr> <td>T2.2c</td><td>Schedule of local sub-contractors</td></tr> <tr> <td>T2.2k</td><td>Site Inspection Certificate</td></tr> <tr> <td>T2.2n</td><td>Record of addenda of tender documents</td></tr> <tr> <td>T2.2p</td><td>Schedule of plant & equipment</td></tr> <tr> <td>T2.2r</td><td>Compulsory enterprise questionnaire</td></tr> <tr> <td>T2.2s</td><td>Additional particulars concerning bidders</td></tr> <tr> <td>T2.2s</td><td>A1-A5 Project Reference Returnable</td></tr> <tr> <td>T2.2u</td><td>CIDB Grading Certificate / Proof of Registration</td></tr> <tr> <td>T2.2v</td><td>Other Certificates, etc to be provided by Tenderer (Certified copy to be inserted by (Tenderer))</td></tr> </table>	SBD2	An original valid SARS Tax Clearance Certificate or SARS tax compliance status with PIN (Original to be inserted by Tenderers)	SBD4	Declaration of Interest	SBD6.1	PPPFA Claim Forms	SBD8	Declaration of Bidder's Past Supply Chain Management Practices	SBD9	Certificate of Independent Bid Determination	T2.2a	Resolution to sign	T2.2b	Resolution to sign JV	T2.2c	Schedule of local sub-contractors	T2.2k	Site Inspection Certificate	T2.2n	Record of addenda of tender documents	T2.2p	Schedule of plant & equipment	T2.2r	Compulsory enterprise questionnaire	T2.2s	Additional particulars concerning bidders	T2.2s	A1-A5 Project Reference Returnable	T2.2u	CIDB Grading Certificate / Proof of Registration	T2.2v	Other Certificates, etc to be provided by Tenderer (Certified copy to be inserted by (Tenderer))
SBD2	An original valid SARS Tax Clearance Certificate or SARS tax compliance status with PIN (Original to be inserted by Tenderers)																																
SBD4	Declaration of Interest																																
SBD6.1	PPPFA Claim Forms																																
SBD8	Declaration of Bidder's Past Supply Chain Management Practices																																
SBD9	Certificate of Independent Bid Determination																																
T2.2a	Resolution to sign																																
T2.2b	Resolution to sign JV																																
T2.2c	Schedule of local sub-contractors																																
T2.2k	Site Inspection Certificate																																
T2.2n	Record of addenda of tender documents																																
T2.2p	Schedule of plant & equipment																																
T2.2r	Compulsory enterprise questionnaire																																
T2.2s	Additional particulars concerning bidders																																
T2.2s	A1-A5 Project Reference Returnable																																
T2.2u	CIDB Grading Certificate / Proof of Registration																																
T2.2v	Other Certificates, etc to be provided by Tenderer (Certified copy to be inserted by (Tenderer))																																

	<table border="1"> <tr> <td></td><td> <ul style="list-style-type: none"> • Certified copy of CIPC Certificate & ID Documents • A Copy of B-BBEE Certificate </td></tr> <tr> <td></td><td></td></tr> </table> <p>THE CONTRACT (Volume 2)</p> <p>Part 1: Scope of work C3.1 Scope of work C3.2 Health and Safety Specification C3.3 HIV/Aids Specification C3.4 COVID-19 Specification</p> <p>Part 2: Pricing data C2.1 Pricing Instruction C2.2 Preliminaries / Bills of Quantities/ Final Summary</p> <p>Part 3: Site information C4 Site information</p>		<ul style="list-style-type: none"> • Certified copy of CIPC Certificate & ID Documents • A Copy of B-BBEE Certificate 										
	<ul style="list-style-type: none"> • Certified copy of CIPC Certificate & ID Documents • A Copy of B-BBEE Certificate 												
F.1.4	<p>The employer's agent is:</p> <table border="1"> <tr> <td>Name:</td><td>MMPA Quantity Surveyors & Project Managers Pty (Ltd)</td></tr> <tr> <td>Capacity:</td><td>Principal Agent</td></tr> <tr> <td>Address;</td><td>P.O Box 19325 Tecoma 5214</td></tr> <tr> <td>Tel:</td><td>043 721 0077</td></tr> <tr> <td>Fax:</td><td>043 721 0082</td></tr> <tr> <td>E-mail:</td><td>vusi@mmpaqs.co.za</td></tr> </table>	Name:	MMPA Quantity Surveyors & Project Managers Pty (Ltd)	Capacity:	Principal Agent	Address;	P.O Box 19325 Tecoma 5214	Tel:	043 721 0077	Fax:	043 721 0082	E-mail:	vusi@mmpaqs.co.za
Name:	MMPA Quantity Surveyors & Project Managers Pty (Ltd)												
Capacity:	Principal Agent												
Address;	P.O Box 19325 Tecoma 5214												
Tel:	043 721 0077												
Fax:	043 721 0082												
E-mail:	vusi@mmpaqs.co.za												
F1.5.2	<p>Insert the following: ".....tender offers, <u>save for all tenders being non-responsive</u>, re-issue a tender covering....."</p>												
F.2.1	<p>For eligibility refer to T1.1 Notice And Invitation To Tender</p>												
F.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SQ class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB in GB class of work; 2. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SQ class of construction work. 3. they have a signed joint venture agreement. 4. combined BBEE Status Verification Certificate 												
F.2.7	<p>For particulars regarding a pre tender site inspection meeting, see T1.1 Notice And Invitation To Tender</p>												
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p>												

	<p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Notice And Invitation To Tender
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is as per T1.1 Notice And Invitation To Tender
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is as per T1.1 Notice And Invitation To Tender
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access shall be provided for the following inspections, tests and analysis as may be required by the Employer.
F.2.22	Not a requirement
F.2.23	<p>The tenderer is required to submit with his tender:</p> <p>1) A Certificate of Contractor Registration issued by the Construction Industry Development Board and an original valid Tax Clearance Certificate issued by the South African Revenue Services.</p>
F.3.4	The time and location for opening of the tender offers are as per T1.1 Notice And Invitation To Tender
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 2</p> <p>The score for quality is to be calculated using the following formula:</p> $W_Q = W_2 \times S_Q / M_S$ <p>where W_2 is the percentage score given to quality and equals 0 S_Q is the score for quality allocated to the submission under consideration M_S is the maximum possible score for quality in respect of a submission</p> <p>The score for financial offer is calculated using Formula 2 (option 1) where W_1 is the percentage score given to financial offer and equals 100 minus W_2.</p> <p>The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:</p> $W_C = W_3 \times \left(1 + \frac{(S - S_m)}{S_m}\right)$ <p>Where W_3 is the number of tender evaluation points for quality and financial offer and equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000. <p>S is the sum of score for quality and financial offer of the submission under consideration S_m is sum of the score for quality and financial offer of the submission scoring the highest number of points</p>

	<p>Up to 100 minus W_3 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>A maximum of 100 minus W_3 tender evaluation points will be awarded, based on the following formula:</p> $Np = \frac{(100 - W_3) \times D}{100}$ <p>where D = tendered Contract Participation Goal.</p> <p>A maximum of 100 minus W_3 tender evaluation points will be awarded for the extent to which the tendered Contract Participation Goal exceeds the specified minimum. The basis of award of preference points is:</p> $Np = \frac{(100 - W_1) \times (D - D_s)}{(X - D_s)}$ <p>where D = tendered Contract Participation Goal. D_s = the minimum Contract Participation Goal below which no preference will be granted, namely, 10% X = the maximum Contract Participation Goal above which no further tender evaluation points are awarded, namely 60 %.</p>
F3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or SARS tax compliance status with PIN the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and the tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect..
F.3.18	<p>The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful tenderer.</p>

T1.3 Mandatory requirements and Additional criteria

FUNCTIONALITY	REQUIRED EVIDENCE	WEIGHT	MAX VALUE (1- 5)
1.Experience			
(a) Number of clients (contactable references) of projects that the bidder has successfully undertaken in the past five years to the value of R 500 000.00 or above per project in installation of high security Fencing.			
Bidder has successfully completed 5 or more projects	Proof of professional experience: Signed reference letters/ completion certificates in relation to the required services must be attached. Practical certificate and appointment letters will not be considered. Only project completed within the past 5 years will be considered. NB: 0 points will be claimed where submitted clients/ references cannot be contacted.	50	5
Bidder has successfully completed 4 projects			4
Bidder has successfully completed 3 projects			3
Bidder has successfully completed 2 projects			2
No project submitted			0
2. Expertise			
(a) Site Agent/Project Manager (Academic Qualification: QS/ND: Building or Civil. (National Diploma/B Tech))			
More than 08 years’ experience and qualifications	Bidders must submit detailed CVs (Experience in installation of high security Fencing) with certified copies of the required professional qualifications and ID not older than 06 months. If the required certified copies of professional qualifications and ID copy are not attached no points will be allocated. Copy of a certified copy will not be considered.	20	5
07 to 08 years’ experience and qualifications			4
05 to 06 years’ experience and qualifications			3
03 to 04 years’ experience and qualifications			2
01 to 02 years’ experience and qualifications			1
Less than 1 year experience and qualifications			0
(b) General foreman (Academic Qualification: QS/ND: Building or Civil. (National Diploma/B Tech))			
More than 06 years’ experience and qualifications	Bidders must submit detailed CVs (Experience in installation of high security Fencing) with certified copies of the required professional qualifications and ID not older than 06 months. If the required certified copies of professional qualifications and ID copy are not attached no points will be allocated. Copy of a certified copy will not be considered.	10	5
05 to 06 years’ experience and qualifications			3
03 to 04 years’ experience and qualifications			2
01 to 02 years’ experience and qualifications			1
Less than 1 year experience and qualifications			0
(c) Occupational Health and Safety Officer(Occupational Health and Safety certificate or equivalent(NQF Level 5)			
More than 06 years’ experience and qualifications	Bidders must submit detailed CVs with certified copies of the required professional qualifications and ID not older than 06 months. If the required certified copies of professional qualifications and ID copy are not attached no points will be allocated. Copy of a certified copy will not be considered.	10	5
05 to 06 years’ experience and qualifications			3
03 to 04 years’ experience and qualifications			2
01 to 02 years’ experience and qualifications			1
Less than 1 year experience and qualifications			0

3. Methodology and Project and implementation plan			
Demonstrate understanding of project, clear timelines, targets, cash flow and engagement strategy.	Appropriateness of the tools used by the organization and how they will satisfy the requirements of the assignment. Setting out the contractor plans to manage works which should include the process for the taking and handling back of work areas for each shift. The contractors has to demonstrate knowledge of activities outlined in the project.	10	5
Demonstrate understanding of project, clear timelines and targets			4
Demonstrate understanding of project, clear timelines			3
Demonstrate understanding of project			2
No understanding of project			0
TOTAL		100	500

Part 2: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender No:	INGWE/013/2021

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of **INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS**.

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
---	----	---

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
--	---

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents..... ☐
- The official alternative..... ☐
- Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED:

- a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- i. cash deposit of 10 % of the Contract Sum. Yes ☐ No ☐
 - ii. payment reduction of 10% of the value certified in the payment certificate. Yes ☐ No ☐
 - iii. cash deposit of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐
 - iv. fixed construction guarantee of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.
Fax No
Postal address
Banker Branch
Branch Code Account number
Registration No of Tenderer at Department of Labour
CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract, are contained in:

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

Name of Organisation:	INGWE TVET COLLEGE
Address of Organisation	Administration Centre Central Office Badibanise Village Mount Frere

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data

and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

C1.1a Final Summary

[illegible]

C1.1b Standard Conditions of Tender
(Appendix A)

Appendix A

Standard Conditions of Tender

(As contained in Annexure F of the Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C1.1b: Standard Conditions of Tender

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C1.1b: Standard Conditions of Tender

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

C1.1b: Standard Conditions of Tender

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer.
	2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

C1.1b: Standard Conditions of Tender

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule

C1.1b: Standard Conditions of Tender

of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C1.2 Contract Data

**C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)**

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender No:	INGWE/013/2021

	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	--

42.0	Part 1: Contract Data completed by the Employer
-------------	--

42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer : Ingwe TVET College</p> <p>Postal address: Administration Centre Central Office Badibanise Village Mount Frere</p> <p>Tel: 039– 940 2142</p>

42.1.2 [1.1, 5.1]	Principal Agent: MMPA Quantity Surveyors & Project Managers Agent's service: Principal Agent Postal address: P.O. Box 19325 Tecoma 5241 Tel: 043-721 0077 Fax: 043-721 0082
42.1.3 [1.1, 5.1]	Agent: (1) MMPA Quantity Surveyors & Project Managers Agent's service: Quantity Surveyors Postal address: P.O. Box 19325 Tecoma 5241 Tel: 043-721 0077 Fax: 043-721 0082

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3 - Scope of Work.
42.2.2 [1.1]	Site description: Refer to document C4 - Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	1) Interest rate legislation: (a) in respect of interest owed by the employer , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply 2) Lateral support insurance to be affected by the contractor : Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 3) Payment will be made for materials and goods: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 4) Dispute resolution by mediation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 5) Extended defects liability period applicable to the following elements: N/A
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : 10 working days after contract has been signed.
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be 3 Month from the commencement date and the penalty per calendar day shall be R 0.110 per R 100, 00 of the contract values excluding VAT/ Calendar day.
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	<p>Contract works insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10%</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the minimum sum of R (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.2 [10.1#, 10.2 #, 12.1 #]	<p>Supplementary insurance is required: Yes</p> <p>To the minimum value of the contract sum plus 10 %</p>
42.3.3 [11.1#, 12.1 #]	<p>Public liability insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> For the sum of R 5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the sum of R (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.4 [11.2 #, 12.1 #]	<p>Support insurance to be effected by the contractor</p> <p>For the sum of RN/A..... (insert amount in words)</p> <p>With a deductible of RN/A..... (insert amount in words)</p>
42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents : No
42.4.6 [31.5.3] [32.13]	<p>The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application</p>

	<p>Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
--	---

42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>COMMENCEMENT DATE - means the date that the possession of the site is given to the contractor</p> <p>CONSTRUCTION GUARANTEE - means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule.</p> <p>CONSTRUCTION PERIOD - means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE - means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FRAUDULENT PRACTICE - means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>
------------------	---

INTEREST - the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

(a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and

(b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

SECURITY - means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expenses or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **client** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**.

3.10 Replace the second reference to "**principal agent**" with the word "**employer**"

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

Damage to the works

a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary

b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

c) The **employer** shall carry the risk of damage to or destruction of the **works** and

materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

- 14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)
- 14.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)
- 14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**
- 14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within twenty-one (21) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.
- 14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) calendar days from **commencement date**
- 14.3.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**
- 14.3.3 Within twenty-one (21) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**
- 14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**
- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- ~~14.4 Where **security** as a variable construction guarantee of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:~~

- ~~14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty one (21) calendar days from commencement date~~
- ~~14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction guarantee form included in the invitation to tender~~
- ~~14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring~~
- ~~14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee~~
- 14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
- 14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)
- 14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the date of practical completion
- 14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring
- 14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both
- 14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
- 14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date
- 14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor
- 14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)
- 14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

	<p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p>An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date</p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p>"Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of nominated and selected subcontractors"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and of the materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p>
--	---

31.8(A).1	Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion
31.8(A).2	Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion
31.8(A).3	Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6
31.8(A).4	One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer . In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate .
31.8(B)	Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
31.8(B).1	Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion
31.8(B).2	Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion
31.8(B).3	Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6
31.8(B).4	One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except were the amount certified is in favour of the employer . In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate
31.12	Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."
32.5.1	Add the following to the end of each of these clauses: "...due to no fault of the
32.5.4	contractor"
and	
32.5.7	
33.2	Add the following clauses 33.2.9 to 33.2.13:
33.2.9	the contractor's failure or neglect to commence with the works on the dates prescribed in the contract

	<p>33.2.10 the contractor's failure or neglect to proceed with the works in terms of the contract</p> <p>33.2.11 the contractor's failure or neglect for any reason to complete the works in accordance with the contract</p> <p>33.2.12 the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the employer or the and contractor; or for any reason and whatsoever, the contractor shall on written instruction, discontinue with the 38.7 works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such report"</p> <p>40.2.2 under clause 41 - Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 - Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
42.0	<p>Part 2: Contract Data provided by the Contractor:</p> <p>POST-TENDER INFORMATION</p> <p>Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</p>

42.5	CONTRACT DETAILS								
42.5.1	<p>Contractor:</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax: E-mail:</p> <p>TAX / VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>								
42.5.2	<p>The accepted contract sum inclusive of tax is R.....</p> <p>Amount in words:</p>								
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim payment certificate:</p> <p>.....</p>								
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>								
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>								
42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <table border="1"> <tr> <td>(1) cash deposit of 10 % of the contract sum</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(2) payment reduction of 10% of the value certified in the payment certificate</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> </table> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-</p>	(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								

	forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from to

42.6 42.6.1	DOCUMENTS		
	Contract documents marked and annexed hereto:		
	Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
	Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
	Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
	Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
	Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)
.....			

42.8	SIGNATURES OF THE CONTRACTING PARTIES	
	Thus done and signed at _____ on _____	
	_____ Name of signatory	_____ for and behalf of the Employer who by signature hereof warrants authorization hereto
	_____ Capacity of signatory	_____ as Witness
	Thus done and signed at _____ on _____	
	_____ Name of signatory	_____ for and behalf of the Contractor who by signature hereof warrants authorization hereto
	_____ Capacity of signatory	_____ as Witness

C1.3 Form of Guarantee

C 1.3: FIXED CONSTRUCTION GUARANTEE-JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender No:	INGWE/013/2021

- With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Department of Roads and Public Works (hereinafter referred to as the "**employer**"). Contract/Tender No: **INGWE/013/2021** for the **INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS**. (hereinafter referred to as the "contract") in the amount of

R..... **insert amount**

.....**insert amount in words**), (hereinafter referred to as the **contract sum**.)

I/We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**")
advise that the **guarantor** hold at the **employer's** disposal the sum of

R

(**insert amount in words**).....

being% of the**contract sum** (excluding VAT), for the due fulfillment of the contract.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia, non causa debiti; excussionis et divisionis*, and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to

the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. This undertaking is neither negotiable nor transferable, and
 - a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - b) shall lapse on the date of the last **certificate of practical completion**; and
 - c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

Part 3: Returnable Schedules/Documents

T2.1 List of Returnable Schedules

T2.1: LIST OF RETURNABLE SCHEDULES

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS		
Principal Agent:	MMPA QUANTITY SURVEYORS & PROJECT MANAGERS	Tender/Quote No:	INGWE/013/2021

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Tender Document Name	Number of pages issued	Returnable Document
Resolution of Board of Directors (T2.2a)	2 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or JV's (T2.2b)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of local sub-contractors (Eastern Cape) (T2.2c)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Targeted Enterprise Declaration Affidavits (SBD6.1) (Purchases)	5 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Summary Page	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender Document Name	Number of pages issued	Returnable Document
Site Inspection Certificate (T2.2k)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Interest (SBD4)	4 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A valid Tax Clearance certificate and SARS TAX Compliance status with PIN. (SBD2)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certified copy of CIDB Grading Certificate or Proof of Registration (T2.2u)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CIPC Certificate - Proof of CIPC & Identity documents of all Shareholders (T2.2v)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Letter of Good Standing from Financial Institution (T2.2v)	3 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Copy of B-BBEE Certificate (T2.2v)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Bidder's Past Supply Chain Management Practices (SBD8)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Independent Bid Determination (SBD9)	4 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender Document Name	Number of pages issued	Returnable Document
Record of Addenda to Tender Documents (T2.2n)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Plant and Equipment (T2.2p)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of local Materials and Equipment to be completed by tenderer. (T2.2q)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender Document Name	Number of pages issued	Returnable Document
Applicable form of <i>Guarantee</i> (C1.3)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Priced Preliminaries (JBCC 2000)	19 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Priced Bills of Quantities	23 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2r)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional particulars of bidders (T2.2s)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Reference Returnables (T2.2s)	10 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2 Returnable Schedules

SBD2 Tax Clearance Certificate

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SBD4 Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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.

2.7

Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1

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 bidder is employed :

Position occupied in the state institution:

Any other particulars:

2.7.2

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

2.7.2.1

If yes, did you attach proof of such authority to the bid document?

YES / NO

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

2.7.2.2

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

2.8

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

2.8.1

If so, furnish particulars:

2.9

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

YES / NO

2.9.1

If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

[illegible]

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 BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

January 2013

SBD6.1 B-BBEE Claim Forms

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 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 bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(***Tick 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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in
paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary
proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a
fraudulent basis or any of the conditions of contract have not been fulfilled, the
purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SBD8 Declaration of bidder's past supply chain
management practices

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids 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 bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

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 Bidder

Js365bW

SBD9 Certificate of Independent Bid
Determination

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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 bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

T2.2a Resolution to sign

RESOLUTION FOR SIGNATORY

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender No:	INGWE/013/2021

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company letterhead.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

1. In the event that a resolution to sign is not completed by all directors/ shareholders of the enterprise, the signature of any one of the directors or shareholders to this bid will bind all the directors/ shareholders of the enterprise and will therefore render the bid valid.
2. In the event that a non-shareholder/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
3. In the case of a joint venture or consortium, at least one director/ shareholder of each of the parties need to sign the joint venture or consortium agreement.
4. Furthermore, in the case of a joint venture or consortium at least one director/ shareholder of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

T2.2a: RESOLUTION FOR SIGNATORY

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2b Resolution to sign JV

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender No:	INGWE/013/2021

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submit a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Ingwe Tvet College in respect of the following project:

(Project description as per Bid /Tender Document)

Bid Number: _____ (Bid /Tender Number as per Bid /Tender Document)

2. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

T2.2b: RESOLUTION FOR SIGNATORY

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with Ingwe TVET College in respect of the project described under item 1 above.

4. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with Ingwe TVET College in respect of the project under item 1 above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)


	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Note:

- * Delete which is not applicable
- NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

T2.2b: RESOLUTION FOR SIGNATORY



T2.2c Schedule of proposed local sub-contractors

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors 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 in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

T2.2k Site Inspection Certificate

SITE INSPECTION CERTIFICATE

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender No:	INGWE/013/2021

I/We have visited the site for the above-mentioned works at the date specified below.

I/We have thoroughly studied the site, plans and contract documents and I/we have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/we am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the inspection and I/we fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Inspection: **18 of November 2021**

Time of Inspection: **11:00 am**

Name of Bidder

Signature of Bidder

Signature of Representative/Agent

Date

T2.2n Record of addenda of tender documents

Record of Addenda to Tender Documents*

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.

T2.2p Schedule of plant & equipment

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2q Schedule of local materials and equipment

T2.2q: SCHEDULE FOR LOCAL MATERIALS AND EQUIPMENT

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender no:	INGWE/013/2021

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

Item	Material / Equipment	Rand (R) (Excluding VAT)
1		
2		
3		
4		
5		
6		

Name of Tenderer	Signature	Date

T2.2r Compulsory enterprise questionnaire

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

Tax reference number

Section 6: Record of 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:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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 of 2004;
- 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;
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

T2.2s Additional particulars

ADDITIONAL PARTICULARS CONCERNING BIDDERS

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender no:	INGWE/013/2021

SURETIES AS SECURITY

Since I/we propose to furnish two sureties as security, the following particulars are provided:

- 1.1 Name of surety:
-
- Address of surety:
-
- Bank of surety:
- Branch:
- 1.2 Name of surety:
-
- Address of surety:
-
- Bank of surety:
- Branch:

COMPANIES

If the bidder is a company, a certified copy of the resolution of the board of directors (personally signed by the chairman of the board) authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company, must be submitted with this bid.

PARTNERSHIPS

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Resident address	Signature
.....
.....
.....

We, the undersigned partners, in the business trading as hereby
authorizeto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract on
our behalf.

.....
Signature

.....
Signature

.....
Signature

Date:

Date:

Date:

ONE-MAN BUSINESS

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

.....
Signature

.....
Date

WORK CAPACITY

The bidder is requested to furnish the following particulars. Failure to do so may result in the bid being disregarded.
Skilled artisans employed. State categories and furnish numbers:

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

Unskilled labour employed. State categories and furnish numbers:

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

Full particulars of machinery, plant and workshops:

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

Particulars of commitments on which the bidder is at present engaged:

A. PRIVATE

	Project Name	Client	Consultant- Name and Contact No	Contract Sum	Contract Period	Commencement Date	Expected Completion Date
1							
2							
3							
4							
5							
6							
7							
8							

B. GOVERNMENT (including provincial administrations and autonomous Government bodies)

Expected Completion Date	Commencement Date	Contract Period	Contract Sum	Consultant- Name and Contact No	Client	Project Name	
							1
							2
							3
							4
							5
							6
							7
							8

Particulars of projects which bidder has already -

a) Completed for the Private Sector

Completion Date								
Commencement Date								
Contract Period								
Contract Sum								
Consultant- Name and Contact No								
Client								
Project Name								
	1	2	3	4	5	6	7	8

b) Completed for other departments (including provincial administration and autonomous Government bodies):

	Project Name	Client	Consultant- Name and Contact No	Contract Sum	Contract Period	Commencement Date	Completion Date
1							
2							
3							
4							
5							
6							
7							
8							

.....
Signature

.....
Date

T2.2s Project Reference Returnables

T2.2s/A3: PROJECT REFERENCE RETURNABLE 1 OF 5

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender/Quote no:	INGWE/013/2021

NOTE: This returnable document must be completed by the person who was the principal agent on a health infrastructure project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2016

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

T2.2s/A1: PROJECT REFERENCE RETURNABLE 2 OF 5

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender/Quote no:	INGWE/013/2021

NOTE: This returnable document must be completed by the person who was the principal agent on a health infrastructure project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2016

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

T2.2s/A2: PROJECT REFERENCE RETURNABLE 3 OF 5

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender/Quote no:	INGWE/013/2021

NOTE: This returnable document must be completed by the person who was the principal agent on a health infrastructure project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2016

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

T2.2s/A2: PROJECT REFERENCE RETURNABLE 4 OF 5

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender/Quote no:	INGWE/013/2021

NOTE: This returnable document must be completed by the person who was the principal agent on a health infrastructure project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2016

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

T2.2s/A2: PROJECT REFERENCE RETURNABLE 5 OF 5

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender/Quote no:	INGWE/013/2021

NOTE: This returnable document must be completed by the person who was the principal agent on a health infrastructure project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2016

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

T2.2u CIDB Grading Certificate / Proof of Registration

CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender No:	INGWE/013/2021

Tenderers are required to submit with their tender:

A Certificate of contractor Registration issued by the Construction Industry Development Board.

NOTE: PROOF OF CIDB GRADING TO BE ATTACHED TO THIS PAGE BY TENDERER IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATES IN RESPECT OF EACH PARTNER MUST BE SUBMITTED

T2.2v CIPC Certificate & ID Documents; Letter
of Good Standing; B-BBEE Certificate

OTHER CERTIFICATES, ETC TO BE PROVIDED BY TENDERER

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT MALUTI CAMPUS
Tender No:	INGWE/013/2021

Tenderers are required to submit with their tender:

- Certified copy of CIPRO Certificate
- Letter of Good Standing from Financial Institution and Proof of Banking Details
- A Copy of B-BBEE Certificate

NOTE: CERTIFICATES,ETC TO BE ATTACHED TO THIS PAGE BY TENDERER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATE'S
AND/OR DOCUMENTS IN RESPECT OF EACH PARTNER MUST BE
SUBMITTED

T2.2v

Certified copy of CIPRO Certificate

NOTE: CERTIFICATES,ETC TO BE ATTACHED TO THIS PAGE BY TENDERER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATE'S AND/OR
DOCUMENTS IN RESPECT OF EACH PARTNER MUST BE SUBMITTED

T2.2v

**Letter of Good Standing from Financial Institution
and Proof of Banking Details**

NOTE: CERTIFICATES,ETC TO BE ATTACHED TO THIS PAGE BY TENDERER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATE'S AND/OR
DOCUMENTS IN RESPECT OF EACH PARTNER MUST BE SUBMITTED

T2.2v

Copy of B-BBEE Certificate

NOTE: CERTIFICATES,ETC TO BE ATTACHED TO THIS PAGE BY TENDERER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATE'S AND/OR
DOCUMENTS IN RESPECT OF EACH PARTNER MUST BE SUBMITTED