

# TENDER NO. RIM05-IFM-2025/26

## CONTRACT DOCUMENT

FOR THE

## DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND

### VOLUME 1

(TENDER DOCUMENT)

June 2025

<b>TENDERER</b>	
<b>CSD NUMBER</b>	
<b>CLOSING DATE</b>	11 July 2025
<b>CLOSING VENUE</b>	Nelson Mandela Gateway (NMG) Building at the V&A Waterfront, Cape Town
<b>CLOSING TIME</b>	1100hrs
<b>TENDER PRICE (INCL VAT)</b>	

**Client:**

**The Robben Island Museum**  
Nelson Mandela Gateway (NMG)  
V&A Waterfront  
Cape Town  
8001

Tel: +27 21 413 4200

Email : [scm@robben-island.org.za](mailto:scm@robben-island.org.za)



**Consultant:**

**Greenfield Resources (Pty) Ltd**  
142 South Street  
Centurion  
0157



Tel: +27 12 643 0357

Email: [admin@gfrsa.co.za](mailto:admin@gfrsa.co.za)

## ROBBEN ISLAND MUSEUM

CONTRACT NO. RIM05-IFM-2025/26

DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND

### GENERAL TENDER INFORMATION

TENDER ADVERTISED 20 June 2025

MINIMUM CIDB CONTRACTOR GRADING : 5ME or higher

COMPULSORY SITE VISIT/CLARIFICATION MEETING : Wednesday, 2 July 2025 @0900hrs at the Robben Island

VENUE FOR SITE VISIT/CLARIFICATION MEETING : The meeting will be held at Robben Island and attendees are to provide their details to Ms Seithati Dutywa (Name and ID Number) 3 working days before the site briefing.

CLOSING DATE : Friday, 11 July 2025

CLOSING TIME : 11h00

CLOSING VENUE : Nelson Mandela Gateway Building at the V&A Waterfront, Cape Town

<b>Contents</b>	
<b>Number</b>	<b>Heading</b>
<b>The Tender</b>	
	SBD 1 – INVITATION TO TENDER
	THE TENDER
<b>Part T1: Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
<b>Part T2: Returnable documents</b>	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
T2.3	Technical Proposal
<b>The Contract</b>	
<b>Part C1: Agreements and Contract Data</b>	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Performance Security
C1.4	Occupational Health and Safety Agreement Mandatory Form
C1.5	Protection of the Environment Declaration
C1.6	Insurance Broker's Warranty
<b>Part C2: Pricing data</b>	
C2.1	Pricing Instruction
C2.2	Schedule of Cost Components
C2.3	Asset Replacement Schedule
C2.4	Contract Price
C2.5	Schedule of Payment
<b>Part C3: Scope of Work</b>	
C3.1	Description of the Works
C3.2	Engineering
C3.3	Procurement
C3.4	Construction
C3.5	Management
C3.6	Annexes (Drawings)

**PART A - SBD 1 - INVITATION TO TENDER**

<b>QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS</b>					
<b>YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ROBBEN ISLAND MUSEUM</b>					
TENDER NUMBER:	RIM05-IFM-2025/26	CLOSING DATE:	11 JULY 2025	CLOSING TIME:	11:00pm
DESCRIPTION	DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND MUSEUM				
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
Nelson Mandela Gateway Building at the V&A Waterfront, Cape Town					
<b>TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
CONTACT PERSON	Yandisa Totose				
TELEPHONE NUMBER	021 413 4242	E-MAIL ADDRESS	Yandisat@robben-island.org.za		
<b>SUPPLIER INFORMATION</b>					
NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

## PART B - TERMS AND CONDITIONS FOR TENDERING

### 1. TENDER SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF TENDERER:

.....

CAPACITY UNDER WHICH THIS TENDER IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**Part T1: Tendering Procedures**

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	<b><u>PAGE</u></b>
<b>T1.1</b>	<b>TENDER NOTICE AND INVITATION TO TENDER .....T2</b>
<b>T1.2</b>	<b>TENDER DATA .....T6</b>

## **T1.1 Tender Notice and Invitation to Tender**

The Robben Island Museum invites tenders for the Design Build and Commission of a Reverse Osmosis Desalination Plant at the Robben Island Museum.

The contract entails the design, manufacturing, supply, installation, commissioning and training of staff for a seawater desalination facility.

The requirement is for a reverse osmosis (RO) desalination facility that can produce 220m<sup>3</sup>/day or 12,22m<sup>3</sup>/hour.

Therefore, this tender enquiry is for:

- a) The design, manufacture, supply and installation of a 220m<sup>3</sup>/day RO desalination plant.
- b) The connection to existing infrastructure and installation within the existing building.
- c) The subsequent commissioning of the facility, six-month trial operation and the training of Employers staff.

Tender documents (available in English only) are obtainable from the 20th June 2024 on Robben Island Museum (RIM) website (<https://www.robben-island.org.za/tenders/>), e-Tenders (<https://www.etenders.gov.za/>) and on the CIDB website. The documents can be downloaded free of charge. RIM will email addendums and responses to any queries related to this tender via the RIM SCM contact person below and only written correspondence will be accepted. Only the returnable document Volume 1 must be printed and submitted in hard copy.

<b>COMPULSORY ONSITE TENDER BRIEFING</b>		
<b>Min CIDB Grading</b>	<b>Compulsory Briefing Venue</b>	<b>Date &amp; Time</b>
5ME or Higher	<b>Existing Desalination Plant at the Robben Island Museum.</b>	<b>02 July 2025 @1000hrs</b> <i>NB: Ferry to the island leaves mainland at 0900hrs. Tenderers/attendees to provide their details to Ms Seithati Dutywa, <a href="mailto:SeithatiB@robben-island.org.za">SeithatiB@robben-island.org.za</a> at least 3 working days in advance (Name and ID number) to arrange tickets to the Island.</i>

Sealed tenders, appropriately marked with the contract number, must be placed in the tender box at Nelson Mandela Gateway Building at the V&A Waterfront, Cape Town before or on 11h00 on Friday, 11 July 2025.

It is estimated that Tenderers should have a CIDB contractor grading designation of 5ME or higher. Electronic format of tenders or faxes will not be accepted and incomplete tenders and/or tenders received late will not be considered. The lowest, only or any tender will not necessarily be accepted.

A compulsory clarification meeting will be held as advertised at the existing Desalination Plant at Robben Island. Tenderers/attendees to provide their details to Ms Seithati Dutywa [SeithatiB@robben-island.org.za](mailto:SeithatiB@robben-island.org.za) at least 3 working days in advance (Name and ID number) to arrange tickets to the Island. A person who is suitably qualified and experienced to comprehend the implication of the work involved must represent Tenderers at the clarification meeting

Tenders shall be valid for a period of 90 days from the tender closing date. Tenders shall be evaluated using the 80/20 evaluation criteria in accordance with Method 2 and in accordance with the Preferential Procurement Regulations, 2017.

Tenders may only be submitted on the tender documentation that has been issued. Telegraphic, telephonic, telex, facsimile and late tenders will **not** be accepted. Tenderers should ensure that Tenders are delivered timeously and to the correct address (reflected on the cover of this document). If the tender is late, or not submitted in the designated tender box, it will not be considered for evaluation.

### **TENDERERS SHALL TAKE NOTE OF THE FOLLOWING TENDER CONDITIONS:**

- A certified copy of the BBBEE certificate/ Sworn Affidavit must be attached to the tender for BBBEE points to be allocated. In the case of a Joint Venture, or Consortium, a consolidated BBBEE certificate for the parties involved should be attached in order for points to be allocated.
- Tenderer must provide SARS Tax Compliance Status (TCS) pin for verification purpose.
- Proof of company address to be provided and must not be older than three months.
- Proof of good standing for workman's compensation with the Department of Labour must be submitted with the



**ROBBEN ISLAND MUSEUM  
CONTRACT NO. RIM05-IFM-2025/26**

**DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**

tender for it to be responsive.

- An original bank stamped Financial Bank Rating Code, not older than two months. ( A minimum rating of C is required for the tender to be responsive)
- The Robben Island Museum Supply Chain Management Policy will apply.
- Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive/non-compliant.
- All tenders are valid for 90 days after the tender closing date and the Employer is not bound to furnish any reasons for the acceptance or rejection of a tender.
- Tenders which are late, unsigned or submitted by facsimile or electronically, will not be accepted.
- All tenderers must be registered with CIDB with a minimum grade of 5ME or higher class of construction work, and the CRS number must be submitted with the tender.
- Only tenderers who are registered on the National Treasury Central Supplier Database (CSD), will be considered. Tenderers are to submit their CSD registration number along with the tender.
- **NO TENDERS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE OR THE ROBBEN ISLAND MUSEUM**
- Robben Island Museum does not bind itself to accept the lowest tender and reserves the right to accept the whole or part of any tender. Submission of the tenders will be at the tender box @ reception of RIM, Nelson Mandela Gateway Building Offices situated at the V&A Waterfront in Cape Town. Tenderers are to submit One hard copy of their tender submission.
- The Contractor shall employ 100% South African with South African IDs for general labourers.

Tenderers will have to score a minimum of 70 out of 100 points for functionality; to qualify to be assessed for price and preference and the functionality breakdown will be based on the below listed items:

Company Experience	40 Points
Project Team Experience and Qualifications of Project Team	40 Points
Methodology	10 Points
Locality	10 Points
Total	100 Points

## Invitation to Bid (SBD 1)

**SBD1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROBBEN ISLAND MUSEUM

**BID NUMBER: RIM05-IFM-2025/26**

**CLOSING DATE: Friday, 11 July 2025 CLOSING TIME: 12h00**

DESCRIPTION : DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7). Bid documents may not be posted.

DEPOSITED IN THE BID BOX SITUATED AT (ADDRESS)

Nelson Mandela Gateway Building  
V&A Waterfront  
Cape Town

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open during working hours from 08:00 – 17:00 weekdays.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
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**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

**ROBBEN ISLAND MUSEUM**  
**CONTRACT NO. RIM05-IFM-2025/26**  
**DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER : .....

.....

.....

POSTAL ADDRESS : .....

.....

.....

.....

.....

STREET ADDRESS : .....

.....

.....

.....

.....

TELEPHONE NUMBER :  
.....

CELL PHONE NUMBER :  
.....

E-MAIL ADDRESS : .....

VAT REGISTRATION NUMBER : .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (SBD 2)	YES/NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)	YES/NO

**ROBBEN ISLAND MUSEUM  
CONTRACT NO. RIM05-IFM-2025/26  
DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER : .....

DATE : .....

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

TOTAL BID PRICE : .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO**

Employer : Robben Island Museum  
Department : Infrastructure Facilities Management  
Contact Person: Ms Yandisa Totose  
Tel : (021) 413 4242  
Email : Yandisat@robben-island.org.za  
seithatiB@robben-island.org.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO**

Contact Person: Ms Seithati Dutywa  
Email : [Ms Seithati Dutywa](mailto:Ms Seithati Dutywa)  
[seithatib@robben-island.org.za](mailto:seithatib@robben-island.org.za)

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

Clause Number	Tender Data
---------------	-------------

### F.1 General

#### F.1.1 Actions

Add the following:

The Employer is the ROBBEN ISLAND MUSEUM, represented by **Infrastructure Facilities Management**.

#### F.1.2 Tender Documents

Add the following:

The following documents form part of this tender:

**VOLUME 1:** The Contract Document (this document), which contains:

- Tendering Procedures
- Returnable Documents
- Agreements and Contract Data
- Pricing Data

Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

**VOLUME 2:** The Employer's Requirements.

**VOLUME 3:** The Conditions of Contract for Plant and design Build (First Edition 1999) as published by the International Federation of Consulting Engineers. This publication is available and Tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

#### F.1.4 Communication and Employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

Name: Greenfield Resources  
Address: Greenfield Resources (Pty) Ltd  
142 South Street  
Centurion, 0157  
Tel: (012) 643 0357  
E-mail: [admire@gfrsa.co.za](mailto:admire@gfrsa.co.za)

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

*Add the following:*

**F.1.5.3 The Employer may reject a tender if, in the opinion of the Employer, the Tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.**

**F.1.6.3 Proposal procedure using the two-stage-system**

*Add the following to F.1.6.3:*

A two-stage system will not be followed.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

*Add the following to F.2.1.1:*

**F.2.1.1** Only those Tenderers who satisfy the following criteria are eligible to submit tenders:

**F.2.1.1.1 Construction Industry Development Board (CIDB) Registration**

Only those Tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 5ME class or higher of construction work, are eligible to have their tenders evaluated.

Tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the ME class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a ME class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, Tenderers who are capable of being so registered with an active status with the CIDB prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

**F.2.1.1.2 Proven Track Record**

As part of the eligibility criteria, tenderers shall further be required to satisfy the following functionality (pre-qualification) criteria and be required to demonstrate their ability to undertake the work and to provide proof of experience, expertise, personnel, plant and equipment to undertake work of this nature.

Tenderers are required to score a minimum of 20 points out of a possible **100** points in order to qualify for the tender.

Tenderers who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points.

The pre-qualification criteria and maximum score in respect of each of the criteria as shown BELOW:

**Key Personnel**

In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its employ before award of tender. Intention to subcontract and/or form a joint venture will be indicated by completing and signing Schedule 3 (T2 Returnable Documents).

Details of the key personnel proposed for this project must be included in Schedule 8: Proposed Key Personnel (T2 Returnable Documents).

**Key personnel for Process Design:**

- i) A Registered Professional Civil/Mechanical Engineer or Technologist with at least 10 (ten) years relevant experience in desalination process design of desalination plants larger than 220 m<sup>3</sup>/day.

**Key personnel for Mechanical Works:**

- i) A Registered Professional Mechanical Engineer/Technologist with at least 10 (ten) years relevant experience in mechanical design of desalination plants larger than 220 m<sup>3</sup>/day.
- ii) A Site Engineer/Technologist with at least 10 (ten) years relevant experience in Mechanical Works of a desalination plant.

**Key personnel for Electrical/Electronic Works:**

- i) A Registered Professional Electrical/Electronic Engineer/Technician with at least 10 (ten) years relevant experience in electrical/electronic design of desalination plants larger than 220 m<sup>3</sup>/day.
- ii) A Site Engineer/Technician with at least 10 (ten) years relevant experience in Electrical/Electronic Works of a desalination plant.

It is possible that one person may fulfil both the Mechanical roles (Design and Site) given above and that one person may fulfil both the Electrical/Electronic roles (Design and Site) given above.

The roles for Mechanical Works and Electrical/Electronic Works cannot be fulfilled by the same person.

Key personnel will be expected to be available for all site and other meetings (co-ordination and technical meetings) as the execution of this project requires.

Should it become necessary to replace or supplement any of the key personnel listed during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

*\*Registered in accordance with the Engineering Council of South Africa (ECSA)*

**Expertise of Key Personnel**

As the works required in terms of this tender is considered to be of a complex and specialised nature requiring expertise, it is essential that suitably qualified and experienced personnel be assigned to this project.

Besides the minimum requirements specified in the eligibility criteria, it must be demonstrated that the key personnel have recent experience related to aspects of this project.

Tenderers must complete Schedule 8 (T2 Returnable Documents), which includes description of similar projects undertaken by the key personnel.

Tenderers are to ensure that the CV's provided in respect of the key personnel contains details of all the relevant experience.

The key personnel listed above will each be awarded points for specific experience which is relevant to the nature and value of this particular project. **In this regard, similar projects are defined as Desalination**

**ROBBEN ISLAND MUSEUM**  
**CONTRACT NO. RIM05-IFM-2025/26**  
**DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**  
**Plants with a product flow of greater than 220 m<sup>3</sup>/day.**

<b>Expertise of Key Personnel</b>	
<b>Key Personnel</b>	<b>Minimum Requirement</b>
Contracts Manager	Must have undertaken at least 3 projects of similar nature in the past 10 years.
Process Design Engineer/Technologist	Must have undertaken at least 3 projects of similar nature in the past 10 years.
Mechanical Design Engineer/Technologist	Must have undertaken at least 3 projects of similar nature in the past 10 years.
Electrical/Electronic Design Engineer/Technician	Must have undertaken at least 3 projects of similar nature in the past 10 years.
OHS Officer	Must have undertaken at least 3 projects of similar nature in the past 10 years.

**Track Record**

Tenderers must complete Schedule 4 Work Experience by the Tenderer (T2 Returnable Documents), which is a description of similar projects recently undertaken, or that are underway at present and scheduled for completion before the expected commencement of this contract.



In this regard, similar projects are defined as desalination plants with a product flow of greater than 220 m<sup>3</sup>/day.

<b>Tenderers Relevant Track Record</b>	
<b>Track Record</b>	<b>Minimum Requirement</b>
Mechanical Works	Must have at least 5 projects of a similar nature in the past 10 years
Electrical/Electronic Works	Must have at least 5 projects of a similar nature in the past 10 years

During further evaluation the Employer shall evaluate the remaining responsive tenders using the tender evaluation method and associated evaluation criteria and weightings that are specified in the tender data under **F.3.11.1**

In this regard Tenderers shall complete Schedule 4: Schedule of Work Experience and Schedule 8: Details of contracts manager, site agent and general foreman's experience.

**F.2.1.1.3 Good financial standing**

Only those Tenderers who are able to demonstrate a satisfactory financial standing with their Bankers are eligible to have their tenders evaluated.

The Employer reserves the right to investigate the financial standing of any Tenderer, prior to evaluating any tender.

**F.2.1.1.4 Certificates**

Only those Tenderers who have attached to the appropriate schedules in Part T2.2: Returnable Schedules, a valid original Tax Clearance Certificate and a certified Letter of Good Standing in terms of COID are eligible to have their tenders evaluated.

*Add the following after F.2.1.2*

F.2.1.3 Only those Tenderers that satisfy the following criteria will be declared responsive:

**F.2.1.3.1 Local Content**

a. The supplier shall study the terms and conditions as stated in the Local Content Declaration / Annexure C returnable schedule.

- F.2.1.3.1.1
- a) The stipulated minimum threshold percentages for local production and content for the Valve Products and Actuators Sector ("the designed sector") is 70% and will include all sub-sectors from the applicable National Treasury Instruction Note.
  - b) The stipulated minimum threshold percentages for local production and content for the Steel Value-added Products Sector ("the designed sector") is 100% and will include all sub-sectors from the applicable National Treasury Instruction Note.
  - c) The stipulated minimum threshold percentages for local production and content for the Pumps Sector ("the designed sector") is 70% and will include all sub-sectors from the applicable National Treasury Instruction Note.

F.2.1.3.1.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

F.2.1.3.1.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

F.2.1.3.1.4 The Employer is obliged and must ensure that contracts for the designated sector are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders.

## **F.2.7 Clarification meeting**

*Add the following:*

The arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

## **F.2.12 Alternative tender offers**

*Add the following to F.2.12.1:*

F.2.12.1 If a Tenderer wishes to submit an alternative tender offer, he shall do so as separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standard and requirements, the details of which may be obtained from the Employer's Agent.

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.

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.

The modified Pricing Data must include an amount equal to 5% of the full amount tendered for the alternative portion of the offer to cover the Employer's costs in confirming the acceptability of the detailed design.

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

*Add the following to F.2.13.1*

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

*Add the following to F.2.13.3*

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

*Add the following after the first sentence of F.2.13.4:*

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

*Add the following to F.2.13.5:*

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 provided in the Tender Notice and Invitation to tender.

**F.2.15 Closing time**

*Add the following to F.2.15.1:*

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

**F.2.16 Tender offer validity**

*Add the following to F.2.16.1:*

F.2.16.1 The tender offer validity period is 90 days as stated in the Tender Notice and Invitation to Tender.

**F.2.17 Clarification of tender offer after submission**

*Add the following to F.2.17:*

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification. A tender will also be rejected as non-responsive if the Tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.

**F.3 The Employer's undertakings**

**F.3.4 Opening of tender submissions**

*Add the following to F.3.4.1:*

F.3.4.1 Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

**F.3.8 Test for responsiveness**

*Add the following:*

Tenders will be considered non-responsive if, inter alia:

- the tender is not in compliance with the Scope of Work;
- the Tenderer has failed to complete and duly signed the Schedules included in Part T2.2 of the Returnable Document (refer to F.1.2. above);
- the Tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.1 above;
- the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employers written request;
- the Tenderer does not meet the minimum of 70% for the pre-qualification criteria.

**F.3.11 Evaluation of Tender Offers**

**F.3.11.1 General**

*Add the following:*

In terms of Supply Chain Management Policy this project has been identified as a Major Project (over R1 000,000.00) targeting enterprises with equity ownership by Historically Disadvantaged Individuals (HDIs) performing as prime contractors, joint venture partnerships, subcontractors, suppliers, manufacturers, and/or service providers.

The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference in accordance with F.3.11.3.

Evaluation will be in four stages modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2000, namely:

- Stage 1: Responsiveness Evaluation
- Stage 2: Functionality Evaluation
- Stage 3: Financial Offer and Preference Evaluation
- Stage 4: Objective Criteria & Risk Analysis

**Stage 1: Responsiveness Evaluation**

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited criteria selected in below table.

Tenderers who do not adhering to those criteria listed as **PRE-QUALIFIER**, will be **disqualified immediately**

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Attendance of <b>Compulsory Onsite</b> Tender Briefing	Pre-Qualifier	Y
2	Fully populated, priced, and signed <b>Form of Offer</b> .	Pre-Qualifier	Y
3	Compliance with <b>T.2.4.4 SBD6.2 Local Content</b> & applicable <b>Annexures</b> . Contractors to ensure that the list of items as per the applicable scope of works are fully completed as per DTI list. If one or more items are left out the tenderer will be disqualified.	Pre-Qualifier	Y
4	BBB-EE Contributor (Consortiums, Joint Venture Companies and Partnership must submit <b>CONSOLIDATED</b> BBB-EE Certificate – Affidavit not allowed) <b>Valid Certified</b> B-BBEE Certificate/ Affidavit submitted as proof.	Pre-Qualifier	Y
5	Full Compliance in terms of Returnable <b>T2.4.2: PPPFA Pre-qualify &amp; Sub-contracting</b> . Schedule. (Ensure the Declaration is fully populated & signed).	Pre-Qualifier	Y
6	Tenderer must have successfully completed projects of similar nature in the last 10 years.  • Only a <u>letter of appointment on the client's letterhead</u> , showing the appointment value and subsequent a practical completion certificate for the same project will be _____ accepted.	Pre-Qualifier	Y

Tenderers who do not adhere to the response time indicated for clarification inquiries by the Employer **will be deemed non-responsive** and not be evaluated further

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
7	Standard Conditions of Tender as required	48 hours	Y

**ROBBEN ISLAND MUSEUM  
CONTRACT NO. RIM05-IFM-2025/26**

**DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**

8	Returnable Documents completed and signed	48 hours	Y
9	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Tenderer must be fully registered & compliant to do business with the RIM	7 days	Y
10	A valid and active <b>Tax Compliance Status Pin</b> issued by SARS	48 hours	Y
11	Valid original/certified letter of good standing (COIDA)	48 hours	Y
12	<b>Valid &amp; Active CIDB</b> Contractor grading designation of <b>5ME</b> or higher. – refer F2.1 of the Tender Data and Returnable <b>T2.1.6</b> .	48 hours	Y
13	Proof of Letter of Intent for Performance Guarantee to the value of <b>10% of the Contract Sum.</b> – refer to <b>Part 2 &amp; 3</b>	48 hours	Y
14	Latest 2 Years (3-year view) Audited Financial Statements or Financial Statements signed off by an Accountant.	48 hours	Y

With reference to the PPPFA 2000, the evaluation shall be based on the **80/20** Principle and the points for evaluation criteria are as documented.

**Stage 2: Financial Offer and Preference Evaluation**

With reference to the PPPFA 2000, the evaluation shall be based on the **80/20** Principle and the points for evaluation criteria are as documented.

Evaluation Criteria		Points
1.	Price	80
2.	B-BBEE	20
3.	Total	100

The contract may be awarded to a tenderer that did not score the highest points, in accordance with **section 2(1)(f) of the PPPFA 2000**.

**Stage 3: Objective Criteria & Risk Analysis**

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as **"Other Objective Criteria"** in terms of the PPPFA Regulations of 2000, in order to ascertain suitability for award:
- i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
  - ii) Fully compliant and registered with the National Treasury Central Supplier Database.
  - iii) No misrepresentation in the tender information submitted.
  - iv) Any non-performance on RIM, or RIM client projects.
  - v) The tenderer or any of its directors/shareholders 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
  - vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially

**DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**

compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

- vii) Convicted by a court of law for fraud and corruption
- viii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- ix) Financial health of the tenderer may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- x) Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received tender prices excluding Outliers, as well as the RIM QS estimate will be used as a guide to indicate financial risk.
- xi) In terms of unduly high Tendered fees in the Tender offer, refer to the PPR2000.
- xii) PEP Check and Procure Check to be initiated and if negative, may result in exclusion
- xiii) As per the Additional **Conditions of Tender**.

- B) Secondly, a further risk analysis may be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, presents an unacceptable commercial risk to the employer in terms of:
- C) The contents of project specific tender returnable will be assessed i.e. project specific resources, professional indemnity insurance other insurance required, professional registration, approach and methodology which are to be included in the contract

The contract may be awarded to a tenderer that did not score the highest points, in accordance with **section 2(1)(f) of the PPPFA 2000**

**Stage 4: Objective Criteria & Risk Analysis**

A risk assessment on the tenderers will be carried out in accordance with F3.11.10

**F.3.11.7 Scoring Financial Offers**

*Add the following:*

The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is 80 points.

**F.3.11.8 Scoring Preferences**

*Add the following:*

Points will be awarded to Tenderers who are eligible for preferences in terms of Schedule 13: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules. A B-BBEE status level verification certificate must be submitted (attached to Schedule 13) in order to qualify for preference points for B-BBEE.

The terms and conditions of Schedule 13 shall apply in all respects to the tender evaluation process and any subsequent contract.

**Points for Preference**

A maximum of 100 minus W<sup>1</sup> tender evaluation points will be awarded for preference to Tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on Schedule 13 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

- Exempted Micro Enterprise (>50% black owned)
- Exempted Micro Enterprise ( $\leq$  50% black owned)
- Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board Notice 111 of 2007 published in Government Gazette No. 29616 of 9 February 2007)
- Non-compliant contributor<sup>1</sup>

**DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**

Up to 20 tender evaluation points (Np) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

Exempted Micro Enterprises (EME's)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (Np)
>50%	3	8
≤ 50%	4	5

B-BBEE Status Level of Contributor	Number of Points (Np)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor <sup>1</sup>	0

Tenders will be evaluated in terms of **SCHEDULE 13: PREFERENCING SCHEDULE**

*Add the following new sub-clause:*

**F.3.11.10 Risk Analysis**

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the Tenderers ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No Tenderer will be recommended for an award unless the Tenderer has demonstrated that he/she has the resources and skills required.

**F.3.17 Provide copies of the contract**

*Add the following:*

The number of paper copies of the signed contract to be provided by the Employer is one.

**F.4 Additional Conditions of Tender**

The additional conditions of tender are:

**F.4.1 Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

**F.4.2 Eligibility with respect to expanded public works programme**

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

**F.4.3 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

1. Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
2. Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
3. Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
4. Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

5. Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

**F.4.5 Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a. if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b. if the tender is not completed in non-erasable ink;
- c. if the Form of Offer and Acceptance has not been signed;
- d. if the Form of Offer and Acceptance is signed, but the name of the Tenderer is not stated or is indecipherable.

**F.4.6 Negotiations with preferred Tenderers**

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process as preferred Tenderers provided that such negotiation:

- a. does not allow any preferred Tenderer a second or unfair opportunity;
- b. is not to the detriment of any other Tenderer; and
- c. does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

**F.4.7 UIF payments**

The Tenderer shall submit to Robben Island Museum a letter from the Department of Labour indicating his good standing with regard to UIF payments upon being requested to do so.

**F.4.8 Price variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract.

**F.4.10 Sub-Contractors**

The Tenderer shall set out in **SCHEDULE 7: SCHEDULE OF SUB-CONTRACTORS** details of any sub-contractors other than Construction equipment hire firms that are proposed to use on the works; including



**ROBBEN ISLAND MUSEUM  
CONTRACT NO. RIM05-IFM-2025/26**

**DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**

Emerging Contractors if applicable to the Contract. Note that all subcontractors are subject to the approval of the Engineer. Rates will remain final and binding even if sub-contractors are not approved.

## FUNCTIONALITY EVALUATION CRITERIA

A maximum of 100 points will be awarded for the proven extent of the tenderer's functionality in carrying out works of similar nature. For a tenderer to be considered, the tenderer must be able to demonstrate the successful completion similar projects in the past ten years.

The points awarded for functionality will not be carried forward to the total points allocated for the adjudication of the tenders. The points allocated would be used to assess the tenderer's ability to complete similar projects.

**Only Service providers who scored a minimum of 70 points on functionality will be considered as responsive and be assessed further for price and preference evaluation.**

### Functionality Criteria

ITEM	WEIGHT
Company Experience	40
Project Team Experience and Qualifications of Project Team	40
Methodology	10
Locality	10
<b>Functionality Total</b>	<b>100</b>

CRITERIA	EVALUATION GUIDELINE	MAXIMUM POINTS
<b>COMPANY EXPERIENCE</b> <i>In this regard, similar projects are defined as desalination plants with a product flow of greater than 220 m<sup>3</sup>/day.</i>  Completed 5 or more projects of similar nature = <b>40 Points</b>  Completed 4 or more projects of similar nature = <b>30 Points</b>  Completed 3 or more projects of similar nature = <b>20 Points</b>  Completed 2 or more projects of similar nature = <b>10 Points</b>  Completed 1 or more projects of similar nature = <b>5 Points</b>	<b>Tenderer to attach:</b>  Appointment letters  Corresponding practical completion certificates and  Reference letters, signed and stamped by the clients.	<b>40</b>
<b>PROJECT TEAM EXPERIENCE</b>  <b>Contracts Manager</b>		

<p>10+ Years = 5 points 6 – 9 Years = 3 points 3 – 5 Years = 1 point 1 – 2 Years = 0 points</p> <p>Formal qualification in the built environment (Civil Engineering, Quantity Surveying, Architecture, etc.)</p> <p>Degree = 3 Points Diploma = 2 Points Less than Diploma = 0 Points</p> <p><b>Process Design Engineer/Technologist</b></p> <p>10+ Years = 5 points 6 – 9 Years = 3 points 3 – 5 Years = 1 point 1 – 2 Years = 0 points</p> <p>Formal qualification in the built environment (Mechanical Eng, Civil Engineering, Quantity Surveying, Architecture, etc.)</p> <p>Degree = 3 Points Diploma = 2 Points Less than Diploma = 0 Points</p> <p><b>Mechanical Design Engineer/Technologist</b></p> <p>11+ Years = 5 points 6 – 10 Years = 3 points 3 – 5 Years = 1 point 1 – 2 Years = 0 points</p> <p>Formal qualification in the built environment (Civil Engineering, Quantity Surveying, Architecture, etc.)</p> <p>Degree = 3 Points Diploma = 2 Points Less than Diploma = 0 Points</p> <p><b>Electrical/Electronic Design Engineer/Technician</b></p> <p>10+ Years = 5 points 6 – 9 Years = 3 points 3 – 5 Years = 1 point 1 – 2 Years = 0 points</p> <p>Formal qualification in the built environment (Civil Engineering, Quantity Surveying, Architecture, etc.)</p> <p>Degree = 3 Points Diploma = 2 Points Less than Diploma = 0 Points</p> <p><b>OHS Officer</b></p> <p>10+ Years = 5 points 6 – 9 Years = 3 points 3 – 5 Years = 1 point 1 – 2 Years = 0 points</p> <p>Formal qualification in OHS.</p>	<p><b>Tenderer to ensure that CVs clearly indicate the number of years' experience.</b></p> <p>The personnel's CVs should indicate that current employment is for the tendering entity, any CV's depicting other company names as current employment will not be considered and will attract 0 points.</p> <p><b>NB:</b> The client reserves the right to verify all submitted information should the need arise.</p> <p><b>Tenderer to attach.</b></p> <p>Precise and detailed CV (not more than 3 pages)</p> <p>Copies of certified academic/professional registration certificates</p> <p>Copies of certified Identity documents</p> <p><b>NB:</b></p> <p>Submission of an incomplete set of documents will lead to 0 points being allocated.</p> <p>All certified documents should not be older than 3 months.</p>	<p>40</p>
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Professionally Registered with SACPCMP = <b>3 Points</b> Candidate = <b>0 Points</b>		
<b>METHODOLOGY</b>  The tenderer must submit a methodology statement indicating how he/she will carry out the works.in the methodology, the tenderer must explicitly discuss and give details on the following items among others: <ul style="list-style-type: none"> <li>• Process design</li> <li>• Efficiency of system</li> <li>• Maintenance of System</li> <li>• Warranty of System</li> <li>• Program of Works</li> </ul> <i>Also see section T2.3 for guidance</i>	<b>The tenderer must ensure:</b>  That the methodology submission is clear, simple, straight forward, chronological, and relevant to the scope of works. Any generic submissions will result in 0 points being allocated for the submission. Should the submission be missing any of the key identified items on the left, then the methodology will be deemed incomplete, and no points will be allocated	<b>10</b>
<b>LOCALITY</b>  Tendering entity located:  Within Cape Town = <b>10 Points</b> Within Western Cape = <b>7 Points</b> Outside Western Cape = <b>5 Points</b>	<b>Tenderer to submit proof of locality.</b>  Confirmation of locality will be through either: <ul style="list-style-type: none"> <li>• CSD</li> <li>• Lease agreement</li> <li>• Municipal Bill/Accounts</li> </ul>	<b>10</b>

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

Capacity : .....

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**Annex F**  
 (normative)  
**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

F.1.1.1 The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The Employer and the Tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The Employer shall not seek and a Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**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 of tender, the following definitions apply:

- a. conflict of interest means any situation in which:
  - i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii. an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii. incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b. comparative offer means the Tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c. corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- d. fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

- e. organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f. quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**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 readily read, copied and recorded. Communication 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 written 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 responsive 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.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the Tenderer who in terms of F.3.11 is the highest ranked or the Tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2 Competitive negotiation procedure**

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the Tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

F.1.6.2.2 All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

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

### **F.2.1 Eligibility**

- F.2.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.
- F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### **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 Clarification meeting**

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

### **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) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

### **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**

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

**F.2.12 Alternative tender offers**

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. 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 one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety by writing legibly in non-erasable ink.

F.2.13.3 Submit the relevant parts of the tender offer 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.

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.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

**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. Accept that proof of posting shall not be accepted as proof of delivery.



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 with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**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 competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

*Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.*

**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, 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 requests from the Tenderer**

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a. an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b. the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c. in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **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 the tender documents are available until three working days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who 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 meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion 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.3.6 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**

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

d. meet die pre-qualification proven track record criteria.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

**F.3.9      Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a. the gross misplacement of the decimal point in any unit rate;
- b. omissions made in completing the pricing schedule or bills of quantities; or
- c. arithmetic errors in:
  - i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii. the summation of the prices.

**F.3.9.3** Notify the Tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the Tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**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**

**F.3.11.1** General

Appoint an evaluation panel of not less than three people. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F.3.11.2      Method 1: Financial offer**

In the case of a financial offer:

- a. Rank tender offers from the most favourable to the least favourable comparative offer.

- b. Recommend the highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c. Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked Tenderer and recommend the highest ranked Tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a. Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b. Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:

$N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c. Rank tender offers from the highest number of tender evaluation points to the lowest.
- d. Recommend the 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.
- e. Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points, and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a. Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b. Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:

$N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c. Rank tender offers from the highest number of tender evaluation points to the lowest.
- d. 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.
- e. Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a. Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b. Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:

$N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c. Rank tender offers from the highest number of tender evaluation points to the lowest.
- d. Recommend the 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.
- e. Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.6 Decimal places**

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

#### **F.3.11.7 Scoring Financial Offers**

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

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

where:

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

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

$A$  is a number calculated using the formula and option described in Table F.I as stated in the Tender Data.

**Table F.1:** Formulae for calculating the value of  $A$

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission/ fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
<sup>a</sup>	$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.		

#### **F.3.11.8 Scoring preferences**

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### **F.3.11.9 Scoring quality**

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:

$S_O$  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; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

**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**

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the Tenderer:

- a. is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b. can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c. has the legal capacity to enter into the contract,
- d. is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e. complies with the legal requirements, if any, stated in the tender data, and
- f. is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a. addenda issued during the tender period,
- b. inclusion of some of the returnable documents, and
- c. other revisions agreed between the Employer and the successful Tenderer.

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful Tenderers**

F.3.16.1 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.

F.3.16.2 After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

**Annex G**  
 (normative)

**Alpha-numerics associated with the Contractor Grading Designations**

**Table G1: Contractor grading designations and associated parameters**

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

**Table G2: Classes of construction work (see next page)**

**Table G2: Classes of construction work**

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: relating to the generation, transmission and distribution of electricity; or which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises



Description	Designation	Definition	Work types	Examples
General building works	GB	Construction works that: are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.	Buildings and ancillary works other than those categorised as being: civil engineering works; electrical engineering works; mechanical engineering works; or specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Stores Walls
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors: gas transmission and distribution systems pipelines solid waste disposal materials handling, lifting machinery, heating, ventilation and cooling, pumps, continuous process systems chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)

Description	Designation	Definition	Work types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repairs, dismantling of precast walls, installation of wire perimeter fencing, diamond perimeter fencing, palisade steel fencing with posts and stay at intervals	

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**Part T2: Returnable Documents**

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	<u>PAGE</u>
T2.1 LIST OF RETURNABLE SCHEDULES.....	T31
T2.2 RETURNABLE SCHEDULES .....	T32
T2.3 TECHNICAL PROPOSAL .....	T79

## T2.1 List of Returnable Documents

The Tenderer must complete the following Returnable Documents in black ink:

## T2.2 Returnable Schedules (Required for the tender evaluation purposes)

	<u>Page</u>
SCHEDULE 1: DECLARATION OF INTEREST (SBD 4).....	T31
SCHEDULE 2: SITE CLARIFICATION MEETING CERTIFICATE .....	T34
SCHEDULE 3: CERTIFICATE FOR JOINT VENTURES .....	T35
SCHEDULE 4: SCHEDULE OF WORK EXPERIENCE .....	T36
SCHEDULE 5: PRELIMINARY PROGRAMME .....	T37
SCHEDULE 6: TAX CLEARANCE CERTIFICATE REQUIREMENTS (SBD2).....	T38
SCHEDULE 7: SCHEDULE OF SUB-CONTRACTORS .....	T39
SCHEDULE 8: DETAILS OF STAFF EXPERIENCE.....	T40
SCHEDULE 9: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER.....	T41
SCHEDULE 10: RECORD OF ADDENDA TO TENDER DOCUMENTS .....	T42
SCHEDULE 11: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (SBD 5).....	T43
SCHEDULE 12: PREFERENCING SCHEDULE (SBD 6.1).....	T44
SCHEDULE 13: LETTER OF GOOD STANDING IN TERMS OF COID .....	T49
SCHEDULE 14: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8) .....	T50
SCHEDULE 15: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9) .....	T52
SCHEDULE 16: AUTHORITY OF SIGNATORY .....	T54
SCHEDULE 17: COMPULSORY ENTERPRISE QUESTIONNAIRE .....	T55
SCHEDULE 18: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR CONTRACT.....	T57
SCHEDULE 19: ESTIMATED MONTHLY CASH FLOW.....	T59
SCHEDULE 20: COMPANY COMPOSITION .....	T60
SCHEDULE 21: DOCUMENTS OF INCORPORATION.....	T61
SCHEDULE 22: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014.....	T62
SCHEDULE 23: MUNICIPAL ACCOUNT DETAILS.....	T64
SCHEDULE 24: PRELIMINARY HEALTH AND SAFETY PLAN.....	T65
SCHEDULE 25: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB .....	T66
SCHEDULE 26: BANKING DETAILS .....	T67
SCHEDULE 27: CONFIRMATION OF CENTRAL SUPPLIER DATABASE REGISTRATION .....	T68
SCHEDULE 28: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS .....	T69
 <b>C1.1 Form of Offer and Acceptance (Agreement) .....</b>	 <b>C2</b>
<b>C1.2 Contract Data.....</b>	<b>C7</b>
<b>C1.3 Form of Guarantee.....</b>	<b>C12</b>
<b>C1.4 Occupational Health and Safety Mandatory Form.....</b>	<b>C13</b>
<b>C1.5 Protection of the Environment Declaration.....</b>	<b>C14</b>
<b>C1.6 Insurance Broker's Warranty.....</b>	<b>C15</b>

**SCHEDULE 1: DECLARATION OF INTEREST (SBD 4)**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number:.....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? YES / NO
  - 3.8.1 If yes, furnish particulars. ....
 

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

    - i. any municipal council;
    - ii. any provincial legislature; or
    - iii. the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any government entity;

(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
  - 3.9 Have you been in the service of the state for the past twelve months? YES / NO
  - 3.9.1 If yes, furnish particulars. ....
 

.....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? .....YES / NO
  - 3.10.1 If yes, furnish particulars. ....
 

.....

- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid? YES / NO  
 If yes, furnish particulars. ....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO  
 If yes, furnish particulars. ....
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO  
 3.13.1 If yes, furnish particulars. ....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO  
 3.14.1 If yes, furnish particulars. ....

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

Full Name	Identity Number	State Employee Number

.....  
 Signature

.....  
 Date

.....  
 Capacity

.....  
 Name of Bidder

**SCHEDULE 2: SITE CLARIFICATION MEETING CERTIFICATE**

This is to certify that I/we,.....

of (Tenderer) .....

of (address).....

telephone number .....

fax number .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our Tender.

SIGNED ON BEHALF OF TENDERER:.....

SIGNED ON BEHALF OF ENGINEER:.....

DATE: .....

**SCHEDULE 3: CERTIFICATE FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms .....  
 ....., authorised signatory of the company, close corporation or partnership .....  
 ....., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
(Lead partner)		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note:**

*A copy of the Joint Venture Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.*

SIGNED ON BEHALF OF TENDERER:.....



**SCHEDULE 4: SCHEDULE OF WORK EXPERIENCE**

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

COMPLETED CONTRACTS				
EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER / ARCHITECT / QS (NAME, TEL No. AND FAX No.)	DETAIL DESCRIPTION OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:.....

**SCHEDULE 5: PRELIMINARY PROGRAMME**  
(FOR INFORMATION PURPOSES ONLY)

The Tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The Tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:.....

**SCHEDULE 6: TAX CLEARANCE CERTIFICATE REQUIREMENTS (SBD2)**

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. 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.
2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
3. 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](http://www.sars.gov.za).
4. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SIGNED ON BEHALF OF TENDERER:**.....



**SCHEDULE 8: DETAILS OF STAFF EXPERIENCE**

Tenderers shall set out in the Schedule hereunder details of the Construction Manager, Site Agent and General Foreman's experience in work of a similar nature to that for which their Tender is submitted. Failure to complete this Schedule may result in the Tender not being considered.

<b>CONTRACT MANAGER</b>	<b>NAME: .....QUALIFICATION.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

<b>PROCESS DESIGN</b>	<b>NAME: .....QUALIFICATION.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

<b>MECHANICAL WORKS</b>	<b>NAME: .....QUALIFICATION.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

<b>ELECTRICAL/ ELECTRONIC WORKS</b>	<b>NAME: .....QUALIFICATION.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

<b>OHS</b>	<b>NAME: .....QUALIFICATION.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:.....**

**SCHEDULE 9: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:.....

**SCHEDULE 10: 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:	
<b>Date</b>	<b>Title or Details</b>

Attach additional pages if more space is required.

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:.....

**SCHEDULE 11: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (SBD 5)**  
(ALL APPLICABLE TAXES INCLUDED)

Not applicable to this tender



## **SCHEDULE 12: PREFERENCING SCHEDULE (SBD 6.1)**

### **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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	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:
  - i. B-BBEE Status level certificate issued by an authorized body or person;
  - ii. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

- iii. 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

### 5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 6.1 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? .....

(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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

- 8.1 Name of company / firm.....
- 8.2 VAT registration number.....
- 8.3 Company registration number.....
- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

- 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

## 8.7 MUNICIPAL INFORMATION

**Registered Account Number** .....

**Stand Number** .....

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

8.9 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 paragraph 7 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 paragraph 7, 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. ....  
 .....  
 SIGNATURE(S) OF BIDDER(S)

2. ....  
 .....  
 DATE:.....

ADDRESS:.....  
 .....  
 .....

**SCHEDULE 13: LETTER OF GOOD STANDING IN TERMS OF COID**

A copy of the Contractor's Letter of Good Standing issued in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, from the Compensation Commissioner, shall be attached to this Schedule.

Each party to a Consortium/Joint Venture shall submit a separate Letters of Good Standing.

**SIGNED ON BEHALF OF TENDERER:**.....

**SCHEDULE 14: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  
 (SBD 8)**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by organs of state 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 rejected if that bidder, or any of its directors have:
  - a) abused the entity's supply chain management system or committed any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	s	l
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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	' s	l
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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	' s	l
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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	' s	l
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	' s	l
4.4.1	If so, furnish particulars:		

Item	Question	s	
4.5	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?	s	
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

.....  
 Capacity

.....  
 Name of Bidder

**SCHEDULE 15: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

SIGNED ON BEHALF OF TENDERER:.....



### 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 organ of state)

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 consortium<sup>3</sup> 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.  
<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
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**

.....  
**Capacity**

.....  
**Name of Bidder**

**SCHEDULE 16: AUTHORITY OF SIGNATORY**

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is shown below:

"By resolution of the Board of Directors at a meeting on.....20 .....

at .....

Mr/Mrs/Ms .....

whose signature appears below, has been duly authorised to sign all documents in connection with this Tender No  
DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN  
ISLAND on behalf of (block capitals)

..... (Company Name)

SIGNED ON BEHALF OF COMPANY : .....

IN HIS CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

**SCHEDULE 17: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

Company registration number .....

Close corporation number .....

reference number .....

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

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

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ 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)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

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

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

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

**SCHEDULE 18: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR CONTRACT**

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.

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

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

Quantity	Description, Size, Capacity, etc

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

.....  
**Tenderer**

**SCHEDULE 19: ESTIMATED MONTHLY CASH FLOW**

The Tenderer shall state below the estimated value of the work to be completed every month based on his preliminary programme and his tender unit rates.

The amount of contingencies and contract price adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

Month	Value
1	
2	
3	
4	
5	
6	
7	
8	

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

.....  
**Tenderer**





**SCHEDULE 21: DOCUMENTS OF INCORPORATION**

The Tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the Tenderer shall attach a copy of the document of the incorporation of the joint venture.

SIGNED ON BEHALF OF TENDERER:.....

**SCHEDULE 22: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

The Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and Regulations.

Tenderers shall answer the questions below:

1. I confirm that I fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the regulations.

(Tick)

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

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

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. List potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS DOCUMENT:

1. ....

ID NO: .....

(Name in Print).....

2. ....

ID NO: .....

(Name in Print).....

**SCHEDULE 23: MUNICIPAL ACCOUNT DETAILS**

It is a condition of bid that the municipal rates of the successful bidder must be in order, or that satisfactory arrangements have been made with the local Municipality to meet the bidder's obligations. The contractor shall supply the latest municipal account which will not be older than one month old.

**Details of the Municipal Account shall be appended to this Schedule.**

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:.....**

**SCHEDULE 24: PRELIMINARY HEALTH AND SAFETY PLAN**

The Tenderer must attach to this page a copy of the preliminary Health and Safety Plan for the proposed work.

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:.....

**SCHEDULE 25: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB**

The Tenderer must attach to this page a certificate copy of the certificate of contractor registration of his/her company, close corporation or partnership issued by the CIDB. In the case of a joint venture between two or more firms, the Tenderer shall attach a copy of the document of incorporation of the joint venture.

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:.....**

**SCHEDULE 26: BANKING DETAILS**

The Tenderer must provide all relevant banking details in the table below:

Financial Institution	:	.....
Contact Person	:	.....
Branch	:	.....
Account Number	:	.....
Name of Account Holder	:	.....

I/we hereby give Robben Island Museum permission to obtain the necessary bank codes from our financial institution.

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

.....  
**Tenderer**

**SCHEDULE 27: CONFIRMATION OF CENTRAL PPLIER DATABASE REGISTRATION**

CENTRAL SUPPLIER DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

SIGNED ON BEHALF OF TENDERER:.....



## **SCHEDULE 28: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

### **1. General Conditions**

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

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

Where  
 x is the imported content in Rand  
 y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.isp](http://www.thedti.gov.za/industrial_development/ip.isp) at no cost.**

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Valve Products and Actuators</b>	<b>70%</b>
<b>Steel Value-added Products</b>	<b>100%</b>
<b>Pumps</b>	<b>70%</b>

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) (REFER ANNEX B OF SATS 1286:2011)**

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

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

Valve Products and Actuators (Annex C.1(a)):

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	70%
Local content %, as calculated in terms of SATS 1286:2011	

Steel Value-added Products (Annex C.1(b)):

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

Pumps (Annex C.1(c)):

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	70%
Local content %, as calculated in terms of SATS 1286:2011	

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:**.....

**DATE:** .....

**WITNESS No. 1** .....

**DATE:** .....

**WITNESS No. 2** .....

**DATE:** .....

Annex C.1(a)

Local Content Declaration - Summary Schedule - Valve Products and Actuators

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

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

[illegible][illegible]

**Signature of Tenderer from Annex B**

Date:

(C20) Total tender value	R
--------------------------	---

(C21) Total Exempt imported content	R
-------------------------------------	---

**(C22) Total Tender value net of exempt imported content**

**(C23) Total Imported content**

**(C24) Total local content**

**(C25) Average local content % of tender**

Annex C.1(b)

Local Content Declaration - Summary Schedule – Steel Value Added Products

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

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

[illegible]

[illegible]



		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

**Signature of Tenderer from Annex B**

Date:

(C20) Total tender value

**(C21) Total Exempt imported content**

**(C22) Total Tender value net of exempt imported content**

**(C23) Total Imported content**

**(C24) Total local content**

**(C25) Average local content % of tender**

Annex C.1(c)

Local Content Declaration - Summary Schedule - Pumps

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

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

[illegible][illegible]

**Signature of Tenderer from Annex B**

Date:

(C20) Total tender value	R
--------------------------	---

**(C21) Total Exempt imported content**

(C22) Total Tender value net of exempt import and content

**(C23) Total Imported content**

**(C24) Total local content**

**(C25) Average local content % of tender**

## **T2.3 Technical Proposal**

The Tenderer shall provide with his tender a Technical Proposal in compliance with the requirements detailed below. The Technical Proposal shall be included, together with the completed Returnable Schedules listed in T2.2.

### **1. Documentation requirements for process proposal**

In order to allow for process evaluation of tender proposals, the Tenderer's process proposal shall at least include:

- Clear and non-ambiguous written description of the proposed overall design and operation of sub-sections, commenting on the specific process requirements and information requests as presented in the Employer's Requirements (issued separately) .
- Process flow diagrams, including mass and energy balance, pipe sizes and flow rates.
- Preliminary P&ID's, indicating instrumentation as offered and related measuring points.
- Preliminary plant layout and civil requirements if any.
- Equipment schedule, describing:
  - special technical features and specifications;
  - dimensions;
  - materials of construction for wetted and non-wetted surfaces;
  - reference to similar applications where such equipment is successfully used.
- Pipe and valve schedules with clear indication of materials of construction and corrosion allowances.
- Technical specifications of pumps and energy recovery systems with clear indication of:
  - materials of construction (wetted and non-wetted);
  - corrosion resistance and related guarantees;
  - energy efficiency;
  - seal mechanism;
  - motor voltage and phases;
  - rotational speed (r.p.m.);
  - installed power.
  - Pump performance curves
- An outline of the general control philosophy for the plant, including:
  - pre-treatment system;
  - RO unit and CIP system;
  - backwash effluent clarification;
  - chemical dosing systems.
- Clear summary of the technical specifications of the media offered for the media filters, including:
  - uniformity coefficients;
  - effective grain size (d10, or 10% passing size);
  - acid resistance and maximum carbonate content.
- Clear summary of SWRO membrane type and model, number of elements per pressure vessel, number of pressure vessels, new-membrane salt rejection, guaranteed membrane performance, etc.
- Clear description of membrane life guarantees.
- Clear description of performance guarantees.
- Clear summary of chemical bulk tanks and dosing tanks, including tank volumes, materials of construction, fill-up and chemical transfer method, peripheral piping and connections, etc.
- Clear summary of chemical consumption, highlighting the chemical type, delivered form (e.g. liquid, solid, gas) and concentration, dosages and, specifically, the daily consumption (in form as delivered to site) in kg/day of each.

- Summary of other operating consumables (excluding SWRO membranes and dosed chemicals), e.g. cartridge filters, sampling and monitoring filters or chemicals, and frequency of replacement/use.
- General description of overall corrosion control and related corrosion guarantees.

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**Part C1:                   Agreements and Contract Data**

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	<b><u>PAGE</u></b>
<b>C1.1 Form of Offer and Acceptance (Agreement) .....</b>	<b>C2</b>
<b>C1.2    Contract Data.....</b>	<b>C7</b>
<b>C1.3    Form of Guarantee .....</b>	<b>C12</b>
<b>C1.4    Occupational Health and Safety Mandatory Form .....</b>	<b>C13</b>
<b>C1.5    Protection of the Environment Declaration .....</b>	<b>C14</b>
<b>C1.6    Insurance Broker’s Warranty .....</b>	<b>C15</b>

## C1.1 Form of Offer and Acceptance (Agreement)

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### **CONTRACT NO. RIM XXXXX FOR DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

.....

.....Rand(in words);

R ..... (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....  
**for the tenderer**

Date: .....

Name and  
Address  
of organization .....

.....

.....

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

## **Acceptance**

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

The terms of the contract are contained in:

Part C1: Agreements and Contract Data (which includes this Agreement)  
Part C2: Pricing data  
Part C3: Employer requirement

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the 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, which must be duly signed by the authorised representatives of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

Date: .....

**for the Employer**     ROBBEN ISLAND MUSEUM

V&A Waterfront  
Nelson Mandela  
Gateway  
CAPE TOWN

Name and  
signature  
of witness .....

Date .....



## **Schedule of Deviations**

### **Notes**

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

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

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

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

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

5    Subject: .....  
     Details: .....  
         .....  
         .....  
         .....

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.

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name and .....

address of .....

organization/  
tenderer) .....

Name and

signature

of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name and address of organization Robben Island Museum  
V&A Waterfront  
Nelson Mandela Gateway  
CAPE TOWN

Name and

signature

of witness ..... Date .....

## Confirmation of Receipt

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

the.....(day)

of .....(month)

20.....(year)

at ..... (place)

### For the Contractor:

Signature(s) .....

Name(s) .....

Capacity .....

Signature and name of witness:

Signature .....

Name .....

## C1.2 Contract Data

### Part 1: Contract Data provided by the Employer

The following standardized Conditions of Contract:

#### Conditions of Contract for Plant and Design, Build for electrical and mechanical plant (First Edition 1999)

prepared by the International Federation of Consulting Engineers (FIDIC) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent and the Engineer.

The Conditions of Contract make several references to Particular Conditions and Contract Data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Particular Conditions below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The variations to the General Conditions of Contract are:

#### **Particular Conditions Part A -Contract Data (Provided by the Employer)**

<u>Sub-clause</u>	<u>Item</u>	<u>Entry</u>
1.1.2.2	Employer's Name and Address	Robben Island Museum V&A Waterfront Nelson Mandela Gateway
1.1.2.4	Employer's Representative Name and Address	Greenfield Resources PTY Ltd 142 South Street, Centurion, 0157
1.1.3.3	Time for Completion for Design-Build	6 months
1.1.3.7	Defects notification period	12 Months
1.1.5.6	Parts of the Works that shall be designated a Section for the purposes of the Contract	Nor applicable
1.3	Agreed methods of electronic transmission	e-mail
1.3	Employer's Name and Address	Robben Island Museum V&A Waterfront NMG Cape Town 7400
1.3	Employer's Representative Name and Address	Greenfield Resources PTY Ltd 142 South Street, Centurion, 0157
1.4	Contract shall be governed by the law of	The Republic of South Africa
1.4	Ruling language	English

1.4	Language of Communications	English
2.1	Right of access to Site	14 days from commencement date, subject to the Contractors compliance with OHS Act Construction Regulations and Environment Requirements as specified in the relevant annexures to the contract
4.2	Performance Security	10% of the accepted contract value including VAT in South African Rand. The time period for submission is 14 days after issue of the signed Form of Offer and Acceptance
5.1	Period for notification of errors, faults and other defects	14 days
5.2	Contractor's Documents requiring approval	Design-Build Program Health and Safety Plan Quality Management Plan Operation Manuals
6.5	Normal working hours on the Site	Sunrise to sunset, Mondays to Fridays, excluding Public Holidays
8.2	Time for Completion of Design-Build	6 months
8.7 & 14.15(b)	Delay damages	R2 500 per calendar day
8.7	Maximum amount of delay damages (percent of final Contract Price)	20 %
9.1	Contractors obligation	The period of Trial Operation shall be 6 months
13.5	Percentage rate to be applied to Provisional Sums	5 %
13.8	Adjustment for charges in cost	The Contract Price shall not be subject to Contract Price Adjustment
14.2	Amount of Advance Payment	Not permitted for this contract
14.3	Percentage of Retention (percent of Accepted Contract Amount and Asset Replacement Fund)	10 % (Retention Guarantee Not Permitted)
14.3	Limit of Retention Money (percent of Accepted Contract Amount and Asset Replacement Fund)	5 %
14.6	Minimum Amount of Interim Payment Certificate	R 100,000.00
14.15	Currencies of payment	Bank prime rate
18.1	General Requirements for Insurances	Periods for submission of insurance: (a) Evidence of insurance (b) Relevant policies The Contractor shall produce all required insurances in terms of the Contract within 14 working days of the date of the Letter of Acceptance
18.3	Insurance against injury to Persons and Damage to Property	Supplementary/special insurance to be effected by: CONTRACTOR For sum of: Public Liability Insurance Limit of Indemnity of R10 million

- |      |   |  |
|------|---|--|
| 20.2 | The DAB shall comprise  | Date by which Mediator should be appointed: within 14 working days from date of receipt of written notice by one party from the other party requiring the appointment of a DAB |
| 20.3 | Appointing entity for DAB members, if not agreed, shall be the President of CESA or a person appointed by him | The DAB shall comprise of 1 member   |

**Particular Conditions Part A -Contract Data (Provided by the Contractor)**

1.

<u>Sub-clause</u>	<u>Item</u>	<u>Entry</u>
1.3	Address of Contractor for Communications	..... ..... ..... ..... .....
14.6(b)(i)	Plant and Material for payment when shipped	..... ..... ..... ..... .....
14.6(c)(i)	Plant and Material for Payment when delivered to the Site	..... ..... ..... ..... ..... .....

**SIGNED ON BEHALF OF TENDERER:** .....

## **Particular Conditions Part B – Special Provisions**

The following special provisions are applicable to this Contract:

### **Clause 3: Employer's Representative**

#### **Sub-Clause 3.6: Monthly Meetings**

*Add the following new Sub-clause:*

Monthly Progress Meetings will be held as may be ordered by the Employer's Representative. These meetings shall be attended by the Contractor's Representative and all other staff members required for effective reporting on progress. During the design period, these meetings will be held at a venue determined by the Employer's Representative. During the build period and operate service period, these meetings will be held on the Site of the Works.

### **Clause 4: The Contractor**

#### **Sub-Clause 4.2: Performance Security**

*Add the following to the end of the second paragraph of Sub-clause 4.2:*

If the Performance Guarantee is in the form of a bank guarantee, it shall be issued by a bank acceptable to the Employer. If the Performance Guarantee is not in the form of a bank guarantee, it shall be furnished bank a financial entity suitable registered and licenced to do business.

#### **Sub-Clause 4.8: Safety Procedures**

*Add the following to Sub-clause 4.8:*

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated there under.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner or a Licensed Compensation Insurer within fourteen (14) days after the Commencement Date. The Site will not be handed over to the Contractor until the Employer has both the completed agreement and the letter of good standing. The Contractor shall ensure that the letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

The Contractor shall provide proof to the Employer, within 14 days from the Commencement Date, that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases (Act No. 130 of 1993).

#### **Sub-Clause 4.21: Progress Reports**

*Add the following to Sub-clause 4.21:*

The Progress Reports shall be submitted to the Employer's Representative at least 3 days prior to each Monthly Meeting.

### **Clause 13: Variation and Adjustments**

#### **Sub-Clause 13.8: Adjustment for Changes in Cost**

*Delete Sub-clause 13.8 and replace with the following:*

The Contract Price and the Rates and Prices shall be adjusted in accordance with the indexation issued from time to time by Statistics South Africa. The Base Date shall be determined in terms of the Contract.

**SIGNED ON BEHALF OF TENDERER:** .....



### C1.3 Performance Security (Demand Guarantee) – Pro Forma

#### ROBBEN ISLAND DESALINATION PLANT

Name and address of Beneficiary, Robben Island Museum, V&A Waterfront, NMG, Cape Town, 7400 (whom the Contract defines as the Client).

We have been informed that .....

(hereinafter called the "Principal") is your contractor under such Contract, which requires him to obtain a performance security. At the request of the Principal, we (*name of bank*) ..... hereby irrevocably undertake to pay you, the Beneficiary/Client, any sum or sums not exceeding in total the amount of ..... (the "guaranteed amount", say: ..... ) upon receipt by us of your demand in writing and your written statement stating:

- (a) that the Principal is in breach of his obligation(s) under the Contract, and
- (b) the respect in which the Principal is in breach.

Following the receipt by us of an authenticated copy of the taking-over certificate for the whole of the works under clause 10 of the Main Contract, such guaranteed amount shall be reduced to 25% of the above guaranteed amount and we shall promptly notify you that we have received such certificate and have reduced the guaranteed amount accordingly.

Any demand for payment must contain your directors' signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the Defects Notification Period for the Works*)..... (The "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of South Africa.

Date ..... Signature(s) .....

## C1.4: Pro-Forma – Occupational Health and Safety Mandatory Form

### TO BE COMPLETED AND SIGNED BY ALL MANDATORIES

#### OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

**Note:** Section 1(1)(xxviii) of the Act defines a "Mandatory" as including "an Agent, a Contractor or a Subcontractor for Work."

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37 (2) of the Occupational Health and Safety Act, Act No.85 of 1993, hereinafter referred to as "the Act", that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations in respect of the work included in the Contract, and
- iv. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at .....on the ..... day of ..... 20.....

**WITNESS:**

.....

.....

for and on behalf of **Contractor**

**WITNESS:**

.....

.....

for and on behalf of the **Chief Executive Officer**  
**Robben Island Museum**

## C1.5 Protection of the Environment Declaration

### PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed.

CONTRACT NO.: RIM05-IFM-2025/26

DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT, ROBBEN ISLAND

I/ we \_\_\_\_\_ (Contractor) record as follows:

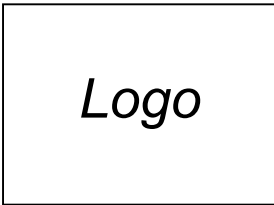
1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Engineer shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
  - 4.1 The Engineer, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
  - 4.2 The Engineer shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Engineer has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed: .....  
for and on behalf of Contractor

Date: .....

## C1.6 Insurance Broker's Warranty

PRO FORMA



*Letterhead of Contractor's Insurance Broker*

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

Manager:

ROBBEN ISLAND MUSEUM

V&A Waterfront  
NMG  
CAPE TOWN  
7400

Dear Sir

**CONTRACT NO.: RIM05-IFM-2025/26**

**CONTRACT TITLE: DESIGN BUILD AND COMMISSION OF A REVERSE OSMOSIS DESALINATION PLANT,  
ROBBEN ISLAND**

**NAME OF CONTRACTOR: .....**

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the ROBBEN ISLAND MUSEUM with regard to the abovementioned contract, and that all the insurances and endorsements, etc. are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

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

For: \_\_\_\_\_

Part C2:            Pricing Data

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	<u>PAGE</u>
C2.1    Pricing Instructions .....	C17
C2.2    Schedule of Cost Components .....	C18
C2.3    Asset Replacement Schedule .....	C22
C2.4    Contract Price .....	C23
C2.5    Schedule of Payments.....	C24

## C2.1 Pricing Instructions

1. The Tenderer shall provide in the tables contained in Section C2.2: Schedule of Payments, the necessary information for progress payment to be made in terms of Clause 14 of the Conditions of Contract.
2. For the purpose of payment to the Contractor, the project will be divided into the following Sections:
  - Design
  - Plant Manufacture and Assembly
  - Testing and Commissioning
  - Operation
3. Fixed charges shall be charges for work that is executed without reference to time.
4. Time-related charges shall be charges for work the cost of which, to the Employer, is varied in proportion to the length of time taken to execute the particular item scheduled.
5. Sums stated provisionally by the Employer shall be the sum he requires to complete an activity, operation or provide a service, as applicable, as listed in the Schedule, and shall be used as detailed in Sub-clause 13.5 of the Conditions of Contract.
6. Clause 14 of the Conditions of Contract will apply mutatis mutandis for the purposes of making payment to the Contractor.
7. The aggregate of the sums provided by the Tenderer in the Schedule shall be deemed to be full compensation to the Contractor for providing the Plant, Design and Build services as detailed in the Contract and no additional payment shall be made to the Contractor other than those Variations and Adjustments approved in terms of Clause 13 of the Conditions of Contract.

## C2.2 Schedule of Components

### Schedule A: Preliminary and General Items

Item	Description	Unit	Qty	Amount
<b>A1</b>	<b>FIXED CHARGES</b>			
A1.1	Provision of Performance Security	Sum		
A1.2	Provision of Insurance	Sum		
A1.3	Facilities for the Engineer and Contractor	Sum		
A1.4	Other Fixed Charges			
	(a).....	Sum		
	(b).....	Sum		
	(c).....	Sum		
<b>A2</b>	<b>TIME RELATED CHARGE</b>			
A2.1	Maintenance of Performance Security	Sum		
A2.2	Maintenance of Insurance	Sum		
A2.3	Facilities for the Engineer and Contractor	Sum		
A2.4	Other Time Related Charges			
	(a).....	Sum		
	(b).....	Sum		
	(c).....	Sum		
A2.5	Mooring harbour fees for temporary loading quay facility in Cape Town harbour	Sum	1	
A2.6	Mooring harbour fees for temporary offloading quay facility in Murray Bay harbour on Robben Island (if applicable)	Sum	1	
<b>A3</b>	<b>SUMS STATED PROVISIONALLY BY THE ENGINEER</b>			
A1.3.1	Provisional amount allowed for acceptance testing by the Engineer	Prov Sums	1	R125 000.00

Item	Description	Unit	Qty	Amount
A1.3.2	Attendance charges for item A1.3.1 % 125000			
A1.4	<b>Daywork</b>			
A1.4.1	Labour	Sum	1	R100 000.00
A1.4.2	Percentage adjustment to item for labour	%	R100 000.00	
A1.4.3	Materials	Sum	1	R75 000.00
A1.4.4	Percentage adjustment to item for materials	%	R75 000.00	
A1.4.5	Plant	Sum	1	R100 000.00
A1.4.6	Percentage adjustment to item for plant (hired) only	%	R100 000.00	
A1.5	<b>Temporary works</b>			
A1.5.1	Survey of existing services	Sum	1	
A1.5.2	Liaison with service providers, landusers land owners and other contractors	Sum	1	
A1.5.3	Provision of record/as-build drawings	Sum	1	
A1.5.4	Compliance with the health and safety regulations	Sum	1	
A1.5.5	Compliance with the CEMP	Sum	1	
A1.5.6	Provision of operation and maintenance manuals	Sum	1	
A1.5.7	Training of the Employer's operating staff	Sum	1	
A1.5.8	28 day Commissioning and Acceptance Period	Sum	1	
A1.5.9	Testing of Systems and Conformance to Parameters	Sum	1	
A1.5.10	Provision of Contractor's Documents	Sum	1	
A1.5.11	Maintaining plant operations while handling change-over	Sum	1	
<b>Sub-total for Schedule A</b>				



## Schedule B: Design-Build

Item	Description	Unit	Qty	Amount
<b>B1</b>	<b>DESIGN</b>			
B1.1	People			
B1.2	Recoverable expenses			
B1.3	Preparation of Contractor's Documents			
<b>B2</b>	<b>BUILD</b>			
B2.1	People			
B2.2	Contractor's Equipment			
B2.3	Contractor's Plant and Material			
B2.4	Charges			
B2.5	Manufacture and Fabrication			
B2.6	Supply, Installation, assembly and Testing			
B2.7	Other Costs (please specify)			
Sub-total for Schedule B				

**Schedule C: TRIAL OPERATION**

Item	Description	Unit	Qty	Amount
C1	People	Month		
C2	Consumables			
	Chemicals	Month		
	Other	Month		
C3	Charges			
	Electricity	Month		
	Other	Month		
C4	Routine Maintenance (other than scheduled Asset Replacement)	Month		
C5	Monthly Reporting			
	Water quality monitoring	Month		
	Preparation of report	Month		
C6	Compliance with OHS Act, Act 85 of 1993	Month		
C7	Other costs (please specify)			
Sub-total for Schedule C				

## C2.3 Asset Replacement Schedule

The Tenderer shall define in the table below the Materials and Plant to be replaced during the 6-month Trial Operation Period, and a 3-year period, with the time by which these Materials and Plant is to be replaced or expected to be replaced.

The amount indicated shall be deemed full compensation for providing, delivery to site, installation, testing and commissioning, including labour and Contractor's Equipment required, for replacement of the Materials and Plant listed for the 6-month trial operation period. No further payment will be made to the Contractor in this regard.

### Asset Replacement Schedule (for 6-month trial operational period)

Item	Month scheduled for replacement	Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
Sub-total		

### Expected Asset Replacement Schedule (for a 3-year period). This will be used for evaluation purposes only

Item	Month scheduled for replacement	Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
Sub-total		

## C2.4 Contract Price

Schedule	Amount
1. Sub-total for Schedule A	.....
2. Sub-total for Schedule B	.....
3. Sub-total for Schedule C	.....
<i>Sub-total</i>	.....
4. Sub-total from Asset Replacement Fund (6-month Trial Operational Period only)	.....
<i>Sub-total</i>	.....
Add 10% for Contingencies, Variations and Adjustments in terms of Clause 13 of the Conditions of Contract	.....
<i>Sub-total</i>	.....
Add 15% VAT	.....
<b>Grand Total (Amount to be entered for the Form of Offer)</b>	.....

## C2.5 Schedule of Payments

The Tenderer shall provide in the format detailed below the Schedule of Payment he would require in terms of Sub-Clause 14.4 of the Conditions of Contract.

Description	Detail of Milestone	Amount
<b>Payments during the Plant, Design, Build and Operation Period</b>		
1.		
2.		
3.		
4.		
<b>Total Payment for Plant, Design and Build Period (Including commissioning)</b>		