



**public works &
infrastructure**

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

**HEAD OF DEPARTMENT
MR. MOTSAMAI MOHLAHO
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

TENDER NUMBER: DPWFS (T) 006/2023 (2SQ)

PROJECT DOCUMENTATION

**APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR,
JOINT VENTURE OR CONSORTIUM (2SQ) FOR FENCE UPGRADE
AT HAMILTON OFFICES, BLOEMFONTEIN ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

NOVEMBER 2023

BEWARE OF SCM FRAUD AND PHISHING

WHAT IS FRAUD AND PHISHING?

- *SCM fraud is a careful thought dishonesty, deceptive and corrupt process with the intention to influence any stage of the SCM process in order to make a financial gain or cause a loss. It can be perpetrated by contractors or sub-contractors external to the organisation, as well as officials within the Department.*
- *Phishing is a form of fraud in which an attacker masquerades as a reputable entity or person in email or other forms of communication. Attacker will commonly use phishing emails to distribute malicious links or attachments that can perform variety of functions. Some will extract login credentials or account information from victims*

How does phishing work?

- The phisher may begin by **determining who their targeted victims** will be (whether at an organization or individual level) and creates strategies to collect data they can use to attack.
- Next, the phisher will create **methods like fake emails or phony web pages to send messages** that lure data from their victims.
- Phishers then send messages that **appear trustworthy** to the victims and begin the attack.
- Once the attack has been deployed, phishers will **monitor and collect the data** that victims provide on the fake web pages.
- Finally, phishers use the collected data to make illegal purchases or **commit fraudulent acts**.

That being said, not all attacks look and operate the same way. Phishing scams can take a variety of forms and can have different goals in their deployment.

IMPORTANT:

- No official of the department is allowed to request any form of gratuity and/or reward for assisting any bidder with their bid is considered over other bids for appointment.

Report all suspicious acts and requests to South African Police Service on 08600 10111.

BID NO:

DPWFS (T) 006/2023

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN (2SQ)



THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Physical address:

155 OR Tambo House
Cnr St Andrews Street and Markgraaff Street
Bloemfontein
9301

Post box number:

P.O. Box 690
Bloemfontein
9301

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Contact Person:

Name: Mr. Mosiuoa Kolobe

Telephone: 051 492 1750/3886

Email: kolobem@fsworks.gov.za

DIRECTORATE: WORKS CONSTRUCTION AND MAINTENANCE

Contact Person:

Name: Mr. Thapelo Khomo

Telephone: 051 403 7832

Email: khomot@fsworks.gov.za

BIDDER:

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PRICES INCLUSIVE OF VALUE ADDED TAX:

Main Contractor – 100% or less of contract value for completion by the main contractor:

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TOTAL PRICE IN WORDS:

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CRS NUMBER:

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Contents	
TENDER	
Part T1: Tendering Procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
CONTRACT	
Part C1: Agreement and Contract Data	
C1.1	Standard Conditions of Tender
C1.2	Form of Offer and Acceptance
C1.3	Contract Data
Part C2: Pricing Data	
C2.1	Pricing Assumptions
C2.2	Bill of Quantities
Part C3: Scope of works	
C3.1	Scope of Works
Part C4: Site Information	
C4.1	Site Information

BID NO:

DPWFS (T) 006/2023

DESCRIPTION:

**FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN (2SQ)**



THE TENDER

PART T1: TENDERING PROCEDURES

BID NO: DPWFS (T) 006/2023

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM (2SQ) FOR FENCE UPGRADE AT HAMILTON OFFICES, BLOEMFONTEIN ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE.

T1.1 - Tender Notice and Invitation to Tender:

The Department of Public Works and Infrastructure, invites suitably qualified in security fencing for the fence upgrade at Hamilton office, Bloemfontein.

Tenderers should have a CIDB contractor grading designation of 2SQ or higher. Contractors who meet the criteria in the tender document may also submit bids.

Bids will be evaluated according to the 80/20 points system:

Bid No:	DPWFS (T) 006/2023		
Advertising date:	03 November 2023	Closing date:	04 December 2023
Closing time:	11:00	Bid Validity period	90 DAYS
Compulsory Clarification		Compulsory Clarification	
Date:	16 November 2023	VENUE:	Hamilton Offices, 18 Hartley Street, Hamilton, Bloemfontein
Time	11:00AM		
Tenders are to be delivered to the following address on the stipulated closing date and time:	Department of Public Works and Infrastructure: Ground Floor (Main Entrance Foyer) at OR Tambo House (Old Lebohang Building); St Andrew Street; Bloemfontein		

COLLECTION OF TENDER DOCUMENTS

- Please note that bid documents are obtainable from e-tender portal on www.etenders.gov.za from 03 November 2023 OR
- Bid documents will also be available from 03 November 2023 from 09h00 to 14h30 at the Department of Public Works and Infrastructure SCM Offices, Room 101B, First Floor, OR Tambo House Cnr Markgraaf and St Andrews Street, Bloemfontein. However, a non-refundable tender / bid deposit of R267.00 is payable in cash (**please bring the exact amount**) on collection **of the bid documents**. [Payments to be made at Room 102, 01st Floor, OR Tambo House].
- Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents. Bid documents must be properly indexed and neatly bound.

The physical address for collection of tender documents is:**FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

Cnr. St Andrews Street and Markgraaff Street
OR Tambo House
Room 101B, 1st Floor
Bloemfontein
9301

BIDS ARE TO BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS AND BID RULES CONTAINED IN THE BID DOCUMENTS. BID DOCUMENTS MUST BE PROPERLY INDEXED AND NEATLY BOUNDED.

REASONS FOR DISQUALIFICATION

1. The department reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:
 - a. Bidders who's tax matters are not compliant with SARS requirements as reflected on eFiling and/or CSD at the time of award (however such bidders will be advised in writing to approach the SARS in order ensure that tax matters are compliant within a period of seven working days);
 - b. Bidders who submitted incomplete information and documentation according to the requirements of this bid document, e.g. not submitting both a fully completed document with all returnable documents as stated on this tender document;
 - c. Bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
 - d. Bidders who received information not available to other bidders through fraudulent means.
 - e. Bidders whose CIDB grading status has been suspended and/or cancelled.
 - f. Bidders who do not comply with mandatory requirement as stated in this document.
 - g. Telegraphic, telephonic, telefax, facsimile and late tenders will not be accepted.

EVALUATION CRITERIA FOR BIDS RECEIVED

1. STAGE ONE – MANDATORY REQUIREMENTS

1.1. MANDATORY REQUIREMENTS REQUIRED FOR EVALUATION PURPOSES:

- 1.1.1. Provide unique security personal identification number (PIN) issued by the South African Revenue Services and/or Central Supplier Database's MAAA number which will be used to verify valid tax compliance status of the bidding entity. (Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must have a compliant tax status which will be confirmed at the time of award).
- 1.1.2. A valid proof of registration on the National Treasury's Central Supplier's Database must be accompanying this bid (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate or a unique security personal Identification number).
 - However, joint ventures, partnerships, including unincorporated partnerships must register on the CSD within 15 days of the date of the bid being awarded to the successful bidder.
- 1.1.3. Potential Bidders must have a contractor registered at CIDB Grading Level of 2SQ or higher as part of their team. (Must be active on the date of advert closing and a valid proof must be provided).
- 1.1.4. Attach a valid Letter of Good Standing issued by the Department of Labour:
 - Each bidder must provide proof of compliance to Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases Act (COIDA).
- 1.1.5. Attach duly completed and signed SBD documents (SBD 1 and SBD 4)
- 1.1.6. Attach duly completed and signed Annexure A - Record of Addenda to tender documents.
- 1.1.7. Attach duly completed and signed Annexure B - Proposed amendments and qualifications.
- 1.1.8. Attach duly completed and signed Annexure D - Compulsory Declaration.
- 1.1.9. Attach completed and signed Annual Financial Statements Declaration (Attach income statement and the balance sheet as support for the declaration).
- 1.1.10. Attendance of the mandatory clarification meeting the details of which are listed in the tender notice and invitation.
- 1.1.11. **All documents must be completed in writing with a black pen.**



1.2. NON – MANDATORY REQUIREMENTS FOR EVALUATION PURPOSES:

- 1.2.1. Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety (90) days or a valid lease agreement with a current statement from the lessor not owing more than 90 days.
- 1.2.2. Attach completed and signed schedule of equipment offered. (Refer to the relevant section in the specification).
- 1.2.3. Attach completed and signed schedule of tender`s schedule of experience.
- 1.2.4. Attach duly completed and signed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2022.
- 1.2.5. Attach Appointment Letters, Reference Letters and Completion Certificates where the contractor has carried out similar nature of works.
- 1.2.6. Attach curriculum vitae of relevant staff in the format of the Resource Information Sheet provided.

2. STAGE TWO: EVALUATION ON FUNCTIONALITY CRITERIA

- 2.1. The evaluation on functionality criteria will be evaluated based on the following information:
 - 2.1.1. Attach verifiable experience of key staff who have previously worked on similar projects.
 - 2.1.2. Attach relevant experience and skill of the main contractor or sub-contractor in working on similar projects.
 - 2.1.3. Each bidder must obtain a minimum of 113 points out of 150 points for functionality in order to qualify for evaluation on price and preference using the 80 / 20 preference points systems.
 - 2.1.4. Functionality (Separate from price) _____ 150 points
 - 2.1.5. The functionality criteria will be as follows:

NO	CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE
1	CAPACITY OF THE CONTRACTOR TO EXECUTE THE WORKS	<p>Capacity of the Contractor to execute the works. In order to qualify here, the Contractor will have to demonstrate his or her capacity / ability to execute the works needed in construction projects of a similar nature, which were awarded and completed within the last 5 years:</p> <ul style="list-style-type: none"> • 3 Projects – 25 Points • 2 Projects – 15 Points • 1 Project – 10 Points <p>Note: <i>Only Contractors from CIDB 2SQ</i></p> <p>Supporting documents required to support the claims above. (Corresponding orders/appointment letters, completion certificates and reference letters for projects must be submitted as proof to support claims made above). Bidders must submit all the requested documents as proof in order to be awarded the points.</p> <p>Notes:</p> <ul style="list-style-type: none"> • All appointment letters, completion certificates, and reference letters must be on the letter head of the employer which is dated, signed and stamped. • <i>Submission of completion certificates without corresponding appointment letters or the submission of appointment letters without corresponding completion certificates will not be considered for scoring purposes, therefore points will be forfeited.</i> • <i>The submission of practical completion certificates without corresponding appointment letters and completion certificates will not be accepted.</i> • <i>Failure to complete and sign schedule of the Tenderer`s Experience will result in the bidder forfeiting this points.</i> • <i>Only projects awarded and completed in the last five (5) years will be considered.</i> 	25



2	QUALIFICATIONS AND EXPERIENCE OF KEY STAFF	<p>The bidder must have competent and qualified individuals to implement and manage the project successfully:</p>	50
		<ul style="list-style-type: none"> • Construction Manager should preferably be in possession of a relevant built environment qualification at NQF Level 7 (degree or equivalent) or higher. (20 points) <p>Scoring of post registration experience:</p> <ul style="list-style-type: none"> ○ 10 to 12 years – 20 points ○ 7 to 9 years – 16 points ○ 4 to 6 years – 12 points ○ 2 to 3 years – 08 points ○ 0 to 1 year – 00 points <p>Notes:</p> <ul style="list-style-type: none"> • The bidder must complete the attached Resource Information Sheet, failure to do so and to provide certified and valid supporting documents <i>will result in the bidder forfeiting these points.</i> • <i>Only post registration experience will be evaluated.</i> • The bidder has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid. • The bidder further has the responsibility to notify the employer should this resource no longer be available for this contract and make an equivalent replacement within a period of one month. • The department will consider it as bridge of contract should the contractor not adhere to this condition throughout the duration of this contract. 	
		<ul style="list-style-type: none"> • Health and Safety Officer should preferably be in possession of a relevant built environment qualification at NQF Level 7 (degree or equivalent) or higher. (10 points) <p>Scoring of post qualification experience:</p> <ul style="list-style-type: none"> ○ 4 to 5 years – 10 points ○ 3 to 4 years – 06 points ○ 2 to 3 years – 04 points ○ 1 to 2 years – 02 points ○ 0 to 1 year – 00 points <p>Note:</p> <ul style="list-style-type: none"> • The bidder must complete the attached Resource Information Sheet, failure to do so and to provide certified and valid supporting documents <i>will result in the bidder forfeiting these points.</i> • <i>Only post qualification experience will be evaluated.</i> • The bidder has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid. • The bidder further has the responsibility to notify the employer should this resource no longer be available for this contract and make an equivalent replacement within a period of one month. • The department will consider it as bridge of contract should the contractor not adhere to this condition throughout the duration of this contract. 	
<ul style="list-style-type: none"> • Construction Supervisor with a relevant built environment qualification at NQF Level 5 (20 points) <p>Scoring of post qualification experience:</p> <ul style="list-style-type: none"> • 10 to 12 years – 20 points • 7 to 9 years – 16 points • 4 to 6 years – 12 points • 2 to 3 years – 08 points • 0 to 1 year – 00 points 			



		<p>Note:</p> <ul style="list-style-type: none"> The bidder must complete the attached Resource Information Sheet, failure to do so and to provide certified and valid supporting documents will result in the bidder forfeiting these points. Only post qualification experience will be evaluated. The bidder has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid. The bidder further has the responsibility to notify the employer should this resource no longer be available for this contract and make an equivalent replacement within a period of one month. The department will consider it as bridge of contract should the contractor not adhere to this condition throughout the duration of this contract. 	
<p>3</p>	<p>METHODOLOGY AND APPROACH: IT MUST CLEARLY ADDRESS THE MANAGEMENT OF THE LISTED RESOURCES</p>	<p>FINANCES</p> <ul style="list-style-type: none"> Cash flow projections aligned with the programme. Confirmation of the availability of cash flow for the first three months of the project. Analysis of the Annual Financial Statements Declaration and its supporting documents (above three bullets – 10 points) <p>Financial Capability: Cash –flow (05 points)</p> <p>Operating cash flow ratio measures a company's short-term liquidity. <i>Formula:</i> Operating Cash Flows Ratio = Cash Flows from Operations/Current liabilities {submit latest/most recent (not more than 2 years old) Financial Statements signed-off by registered Professional Accountant).</p> <ul style="list-style-type: none"> Operating Cash Flows Ratio ≥ 1 – 05 points Operating Cash Flows Ratio $> 0.5 < 1$ – 04 points Operating Cash Flows Ratio ≤ 0.5 – 03 points Operating Cash Flows Ratio ≤ 0 – 02 points Submission of incomplete or irrelevant financial statements – 01 points No submission of financial statements – 00 points 	<p>15</p>
		<p>PROJECT MANAGEMENT</p> <ul style="list-style-type: none"> Provide a detailed works program with clear timeframes. 	<p>10</p>
		<p>STAKEHOLDER MANAGEMENT</p> <ul style="list-style-type: none"> How will stakeholders be identified and engaged. Communication with stakeholders. Stakeholder register management 	<p>10</p>
		<p>EQUIPMENT</p> <ul style="list-style-type: none"> Compliance with Health and Safety Act. List of all major equipment to be used and how it will be sourced. Schedule of engagement which is aligned to the main programme. Complete schedule of plant and equipment. 	<p>10</p>
		<p>HEALTH AND SAFETY MANAGEMENT</p> <ul style="list-style-type: none"> Compliance with the Act. OHS Policy. How will the legal appointment be made? 	<p>10</p>



4	QUALITY MANAGEMENT	QUALITY ASSURANCE (10 points) <ul style="list-style-type: none"> How will quality of material be assured before procurement, sourcing of materials from manufacturers and suppliers including compliance with minimum threshold for local content and production. How will quality of material be assured after procurement, i.e. inventory management and storage. Management of Specialist Contractors. 	20
		QUALITY CONTROL (10 points) <ul style="list-style-type: none"> Demonstrate the control of quality in the following: <ul style="list-style-type: none"> Management and control of key staff Management and control of general labourers Engagement with the Professional Team Management of Site Instructions 	
TOTAL (minimum score of 75%)			150

The following scoring rubric will be used to score the functionality above:

Rating	Score out of 5	Score out of 10	Score out of 15	Score out of 20	Approach and methodology
Poor	1	2	3	4	The approach and / or methodology is poor / is very unlikely to satisfy project objectives or requirements. The tenderer has completely misunderstood all aspects of the scope of work and does not deal with any critical aspects of the project.
Average	2	4	6	8	The approach and / or methodology is not good / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Good	3	6	9	12	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc., is too generic.
Very Good	4	8	12	16	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc., is specifically tailored to the critical characteristics of the project.
Excellent	5	10	15	20	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

3. STAGE THREE: EVALUATION ON PRICE AND PREFERENCE

- 3.1. Pricing on the project in order to achieve the objectives of the Preferential Procurement Regulations.
- 3.2. The Department is committed to achieving the government's objectives of the transformation of the economy economic transformation as set out in the Departmental SCM Policy, Preferential Procurement Policy Framework Act, the B-BBEE act and the Preferential Procurement Regulations of 2022.
- 3.3. The 80/20 preference point system applicable to price quotations and tenders with a rand value of R50 million or below (all applicable taxes included), will be used for evaluation of this bid.
- 3.4. The scoring of points for price and preference system in terms of the 80/20 preference point system where the lowest price score 80 points for price.
- 3.5. The points for preference will be allocated to bidders in accordance with the following specific goals:

Table 1:

The maximum points for this tender are allocated as follows:

	POINTS
Price	80
Specific goals	20
Total points for Price and SPECIFIC GOALS	100

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

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

(b) Allocation of points in terms of the 80/20 preference point system.

Where

P _s	=	Points scored for price of tender under consideration
P _t	=	Price of tender under consideration
P _{min}	=	Price of lowest acceptable tender

(c) In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 2 below as may be supported by proof/ documentation stated in the conditions of this tender.

Table 2:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender: Women ownership 100%	6	
Race: Black ownership 100%	4	
Companies from Mangaung Metro Municipality 100%	3	
People living with Disability 100%	3	
Free State Based companies: (FICA approved documents in the name of the bidder must be attached) 100%	2	
Youth ownership 100%	2	
Total Points Claimed out	20	

3.6. Claiming of preference points for Specific goals:

- (a) Bidders will be required to submit CIPC documents, Central Supplier Database (CSD) report, share certificates and certified ID copy /(ies) in order to claim points for specific goal on Gender: Women ownership 100%.
- (b) Bidders will be required to submit CIPC documents and Central Supplier Database (CSD) report in order to claim points for specific goal on Race: Black ownership 100%.

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- (c) Bidders will be required to submit CIPC and FICA approved documents with the address corresponding with the municipal statement or lease agreement address in order to claim points for specific goal on companies from Mangaung Metro Municipality.
 - (d) Bidders will be required to submit a medical certificate from a Registered Medical Practitioner or a letter condition from department of Labour confirming the bidder's disability in order to claim points for specific goal on People living with disability.
 - (e) Bidders will be required to submit CIPC and FICA approved documents with the address corresponding with the municipal statement or lease agreement address in order to claim points for specific goal on Free State Based Companies.
 - (f) Bidders will be required to submit CIPC documents, Central Supplier Database (CSD) report and certified ID copy //(ies) in order to claim points for specific goal on Youth: Youth ownership 100%.



THE TENDER

PART T1: TENDERING PROCEDURE

T1.2 – Tender Data

Annexure A

Standard Conditions of Tender

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2

These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 fulfill his or her duties impartially;
- ii) an individual or tenderer 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 tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- 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;
- 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;

C.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. Communications 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.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) Due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) Funds are no longer available to cover the total envisaged expenditure; or
- c) No acceptable tenders are received.
- d) There is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1

Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2

All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that 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.

C.1.6.2.3

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

C.1.6.2.4

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1

Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2

The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

C.2.2.1

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 comply with requirements.

C.2.2.2

The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.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.

C.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.

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

C.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 fourteen (14) days before the closing time stated in the tender data.

C.2.10.2

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

C.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.

C.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.

C.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.

C.2.12 Alternative tender offers

C.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 as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2

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

C.2.12.3

An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2

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

C.2.13.3

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

C.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.

C.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.

C.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.

C.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.

C.2.13.8

Accept that the employer will 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.

C.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.

C.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.

C.2.15 Closing time**C.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.

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4

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

C.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 C.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.*

C.2.18 Provide other material

C.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.

C.2.18.2

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

C.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.

C.2.20 Submit securities, bonds and policies

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

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1

Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.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 that tender documents are available until three (3) 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

C.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, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3

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

C.3.5 Two-envelope system

C.3.5.1

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

C.3.5.2

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

C.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.

C.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.

C.3.8 Test for responsiveness

C.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 documents.

C.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) Detrimentially 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.

C.3.9 Arithmetical errors, omissions and discrepancies

C.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.

C.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 C.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.

C.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.

C.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.

C.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.



C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any 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, under Business Rescue as provided for in chapter 6 of the Companies Act No.2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

C.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.

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

C.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.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.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.

C.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.

BID NO:

DPWFS (T) 006/2023

DESCRIPTION:

**FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN (2SQ)**



**public works &
infrastructure**

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

PART T2: RETURNABLE DOCUMENTS

T2.1 - List of Returnable Documents



FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

BID NO: DPWFS (T) 006/2023

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM (2SQ) FOR FENCE UPGRADE AT HAMILTON OFFICES, BLOEMFONTEIN ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE.

T2.1 List of Returnable Documents

The bidder must complete the following returnable documents:

List of Returnable Documents required

- a. Attach duly completed and signed Annexure A - Record of Addenda to tender documents.
- b. Attach duly completed and signed Annexure B - Propose amendments and qualifications.
- c. Attach duly completed and signed Annexure D - Compulsory Declaration.
- d. Resolution of Board of Directors
- e. Resolution of Board of Directors to enter into Consortia or Joint Ventures (in case of Joint Venture or Consortia)
- f. Special Resolution of Consortia or Joint Ventures.
- g. Attach Standard Bidding Document 1 (SBD 1) – Invitation to Bid
- h. Attach Standard Bidding Document 4 (SBD 4) – Bidders Disclosure
- i. Attach Standard Bidding Document 6.1 (SBD 6.1) – Preference points claim form in terms of the Preferential Procurement Regulations 2022.
- j. Attach Annual Financial Statements Declaration.
- k. Schedule of the Tenderer's Experience (Particulars of Tenderers Projects).
- l. All other relevant documents, including but not limited to the company registration documents, curriculum vitae's (resource information sheet format) of all relevant officials and identity documents of all directors and relevant officials.
- m. Attach a valid letter of good standing issued by the Department of Labour.
- n. Schedule of Plant and Equipment
- o. **C1.1 Offer and Acceptance**
- p. **C1.2 Contract Data (Part 2)**
- q. **C2 Bills of quantities**
- r. **C3 Scope of Works**

BID NO:

DPWFS (T) 006/2023

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN (2SQ)



**public works &
infrastructure**

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

PART T2: RETURNABLE DOCUMENTS

T2.2 - Returnable Schedules

BID NO:

DPWFS (T) 006/2023

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN (2SQ)



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Annexure A: Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

BID NO:

DPWFS (T) 006/2023

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN (2SQ)



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Annexure B: Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signature.....

Date.....

Name.....

Position.....

Tenderer.....



Annexure D: Compulsory Declaration

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

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Closed Corporation registration number	
---	--

Section 3: SARS information

Tax reference number	
VAT registration number	(state Not Registered if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number



Attach separate page if necessary

Section 6: Record in the service of the state

Indicate, by marking the relevant boxes with a cross, if any principal 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 department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 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 Provinces | <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 of 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 principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Attach separate page if necessary

Section 7: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate, by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 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 department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 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 Provinces | <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 of 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 family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Attach separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entities, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

Yes No (tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) neither the name of the tendering entity, nor any of its principals, appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
 - b) National Treasury’s Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- vi) the tendering entity has 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;
- vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

BID NO:

DPWFS (T) 006/2023

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN (2SQ)



Signature.....

Date.....

Name.....

Position.....

Enterprise name.....

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2001, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly, or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

BID NO:

DPWFS (T) 006/2023

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN (2SQ)



public works &
infrastructure

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
 - internally independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
 - enterprise has had its financial statements audited;
name of auditor
 - enterprise is required by law to have an independent review of its financial statements
name of independent reviewer
 - enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature

Date

Name

Position

Tenderer

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



public works &
infrastructure

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

(project description as per Tender Document)

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

- 2 *Mr/Mrs. /Ms.: _____

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

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.

ENTERPRISE STAMP

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



public works &
infrastructure
Department of
Public Works & Infrastructure
FREE STATE PROVINCE

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

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

(Legally correct full name and registration number, if applicable, of the Enterprise)
held at _____ (place) on (date)

RESOLVED that:

1 The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

(Project description as per Tender Document)

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

2 *Mr./Mrs. /Ms.: _____

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

and who will sign as follows: _____

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

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

4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

_____ (code) _____

Postal address:

_____ (code) _____

Telephone number: _____ (code) _____

Fax number _____ (code) _____

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



public works &
infrastructure
Department of
Public Works & Infrastructure
FREE STATE PROVINCE

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

ENTERPRISE STAMP

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



public works &
infrastructure

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

- 1 _____

- 2 _____

- 3 _____

- 4 _____

- 5 _____

- 6 _____

- 7 _____

- 8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public and Infrastructure Works, Free State Province in respect of the following project:

_____ *(Project description as per Tender Document)*

Tender Number: _____ *(Tender Number as per Tender Document)*

B. Mr/Mrs. /Ms.: _____

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



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

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code) _____

Postal Address: _____

_____ (code) _____

Telephone number: _____ (Code) _____

Fax number: _____

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DPWFS (T) 006/2023	CLOSING DATE:	04 DECEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor (Main Entrance Foyer)					
O.R Tambo House (Lebohang Building);					
Cnr. Markgraaff and St Andrews Street,					
Bloemfontein, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. M. Kolobe		CONTACT PERSON	Mr. Thapelo Khomo	
TELEPHONE NUMBER	051 492 3886/ 1750		TELEPHONE NUMBER	051 403 7832	
FACSIMILE NUMBER			FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	kolobem@fsworks.gov.za		E-MAIL ADDRESS	khomot@fsworks.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6

OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in

response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that

the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender: Women ownership 100%	6	
Race: Black ownership 100%	4	
Companies from Mangaung Metro Municipality 100%	3	
People living with Disability 100%	3	
Free State Based companies: (FICA approved documents in the name of the bidder must be attached) 100%	2	
Youth ownership 100%	2	
Total Points Claimed out	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



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

<p>..... SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN
(2SQ)



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SCHEDULE OF PLANT AND EQUIPMENT

Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)

FORM: PARTICULARS OF TENDERERS PROJECTS			
Project title:	FENCE UPGRADE AT HAMILTON OFFICES BLOEMFONTEIN.		
Contract no:	DPWFS (T) 006/2023	Closing date:	04 DECEMBER 2023
Advertising date:	03 NOVEMBER 2023	Validity period:	90 days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects: Appointment letter(s) must be provided to buttress the information supplied below.

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
1						
2						
3						
4						
5						
6						

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
7						
8						
9						
10						
11						
12						

Name of Tenderer	Signature	Date

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



1.2. Completed projects: Both appointment letter(s) and completion certificates linked to the project(s) listed below must be provided to buttress the information provided.

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
11						
12						
13						

Name of Tenderer	Signature	Date

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Resource Information Sheet (CV) – Registered Construction Manager who will be committed to the project at all times

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE:

DATE:

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
7								
8								
9								
10								
11								
12								

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE:

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Resource Information Sheet (CV) – Registered Health and Safety Officer who will be committed to the project at all times.

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE:

DATE:

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
7								
8								
9								
10								
11								
12								

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE:

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Resource Information Sheet (CV) – Competent Construction Supervisor who will be committed to the project at all times

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE:

DATE:

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
7								
8								
9								
10								
11								
12								

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE:

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN
(2SQ)



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THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 - Form of Offer and Acceptance

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



C1.1 Form of Offer and Acceptance

Offer

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

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

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

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

.....
..... Rand (in words);

R..... (in figures)

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

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Signature Date

Name

Capacity

for the Tenderer

(Name and

address of organization)

Name and
signature of witness

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

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

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

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

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

Signature Date

Name

Capacity **HEAD: DEPARTMENT OF PUBLIC WORKS FREE STATE AND INFRASTRUCTURE**

for the Employer DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
P.O Box 690
Bloemfontein

Name and

Signature of witness

Date

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



Schedule of Deviations

- 1. Subject
 Details

- 2. Subject
 Details

- 3. Subject
 Details

- 4. Subject
 Details

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN (2SQ)



-
- 5. Subject

 - Details

 -

 -

By the duly authorized 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.

TENDER NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN
(2SQ)



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FREE STATE PROVINCE

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 - Contract Data

CONTRACT PERIOD

9 MONTHS

TENDER NO: DPWFS T 006/2023 (2SQ)

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

CONTRACT NO: DPWFS 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN.

C1.2 Contract Data

The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
1.1	Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data. CONSTRUCTION PERIOD means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion. CONTRACT DOCUMENTS means the Agreement and all documents referenced therein. CONTRACT DRAWINGS means the drawings listed in the Scope of Work. CONTRACT SUM means the total of prices in the Form of Offer and Acceptance. SCHEDULE means the variables listed in the Contract Data.
1.6.4	Delete sub-clause 1.6.4
3.5	Delete sub-clause 3.5
3.6	Delete sub-clause 3.6.
3.9	Delete sub-clause 3.9
3.10	Delete sub-clause 3.10
15.1.1	Delete sub-clause 15.1.1
21	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 40.0
(41) Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:
- 40.1# Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other, arise out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.
- 40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.
- 12.1
(41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2
(41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall"
- 11.1
(41.0) Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.
- 41.0 Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**
- 41.0 Delete in the **state** sub-clause 10.3. Sub-clause 10.3 of the non-**state** clauses will apply to the **contract**
- 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2
- 41.0 Add in the following clause to 41.0
Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



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FREE STATE PROVINCE

Part 1: Contract Data completed by the Employer

Clause	Item and data
42.1	CONTRACTING AND OTHER PARTIES
42.1.1	The Employer is the Department of Public Works and Infrastructure, Free State Provincial Government
[1.2]	The address of the Employer is: Telephone: 051-492-3718 Facsimile: 086- 272-1897 Address (physical): Cnr. St Andrews Street & Markgraaff Street, Bloemfontein Address (postal): PO Box 690, Bloemfontein, 9300
42.1.2 [5.1]	The Principal Agent is Thapelo Khomo Telephone: 051 403 7832 Facsimile: Address (physical): 21 Nelson Mandela Drive, Bloemfontein Address (postal):
42.1.3 [5.2]	Agent (1) is Agent's service: Telephone: Facsimile: Address (physical): Address (postal):
42.1.4 [5.2]	Agent (2) is Agent's service: Telephone: Facsimile: Address (physical): Address (postal) :
42.1.5 [5.2]	Agent (3) is Agent's service: Telephone: Facsimile: Address (physical): Address (postal):

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



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infrastructure

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

42.1.6
[5.2]

Agent (4) is
Agent's service:
Telephone:
Facsimile:
Address (physical):
Address (postal):

42.1.7
[5.2]

Agent (5) is
Agent's service:
Telephone:
Facsimile:
Address (physical):
Address (postal):

42.1.8
[5.2]

Agent (6) is
Agent's service:
Telephone:
Facsimile:
Address (physical):
Address (postal):

42.2

Contract Details

42.2.1

The **Works** comprise: **FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN.**

42.2.2

The **Site** comprise: **Tenderers are specifically requested to inspect the site beforehand so as to become acquainted with the location of the site, conditions, access roads, layout of various buildings, availability of water, electricity, etc. No claim with regards to the aforementioned will be recognized.**

42.2.4 [41.0] 31.11.2	The Employer is an organ of State
[11.2] 31.4.2 40.2.2	<ul style="list-style-type: none"> • The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply. • Lateral support insurance is not to be effected by the contractor • Payment will be made for materials and goods • Dispute determinations shall be by arbitration <ul style="list-style-type: none"> • Extended defects liability period will apply to the following elements: <ul style="list-style-type: none"> ○ General building work: 03 months ○ Civil works : 12 months
42.2.5 [15.2.1]	Possession of the site is to be given within five (5) days after the contractor provided the employer with the construction guarantee in accordance with the provisions of 14.0
42.2.6 [15.3]	The period for the commencement of the works after the contractor takes possession of the site is 7 working days. For the works as a whole:
42.2.7	The date for practical completion is Nine (9) MONTHS INCLUSIVE OF ALL STATUTORY AND BUILDER'S HOLIDAYS from the letter of acceptance. <i>The penalty per calendar day is 3.75 cents per R100,00 of the contract value.</i>
42.2.9 [1.2]	The law applicable to the agreement shall be that of the Republic of South Africa.
42.3 42.3.1 [10.1,10.2,12.1] 42.3.1 [10.1,10.2,12.1]	<p>Insurances</p> <p>Contract insurance to be effected by the contractor</p> <p>Contract works insurance is to be effected by the contractor for a sum not less than the contract sum with a deductible in an amount that the contractor deems appropriate.</p>
42.3.2 [10.1,10.2,12.1]	The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
42.3.3 [11.1, 12.1] 42.3.4 11.2, 12.1	<i>Support insurance to be effected by the contractor for the sum of R0, 00 with a deductible in an amount that the contractor deems appropriate.</i>
42.4 42.4.1 [3.3, 15.1.3, 31.16.2] 42.4.2 [3.7] 42.4.3	<p>Documents</p> <p>A waiver of the contractor's lien or right of continuing possession is required.</p> <p>Three. Copies of the construction document are to be supplied to the contractor free of charge.</p> <p>Bills of Quantities/lump sum documents schedule of rates is drawn up in accordance with Standard System of Measurement Building Work – latest edition</p>
42.4.4 [15.1.1]	On acceptance of the tender the bills of quantities/lump sum document is to be submitted within working five (5) working days
42.4.5 [3.4]	JBCC Engineering General Conditions are not to be included in the contract document.
42.4.6 [31.5.3]	Allowance for cost fluctuation/CPAP is omitted, due to the short project duration (9months).

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



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Department of
Public Works & Infrastructure
FREE STATE PROVINCE

PART C2: PRICING DATA

C2.1 – PRICING INSTRUCTION

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the JBCC Series 2000 Code 2103, May 2005 Addition [preliminaries for the use of JBCC Series 2000](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

**FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN**



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- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



PART C2: PRICING DATA

C2.2 –BILL OF QUANTITIES

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



PART C3: SCOPE OF WORKS

C3.1 – Description of Works

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

BID NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN.

C3 Scope of Work

3.1 DESCRIPTION OF THE WORKS

3.1.1. Employer's objectives

The employer's objective is to do alteration work to prepare the building in order to receive new installation of:

1. Fencing
2. Paving

AT 18 Hartley Street, Hamilton, Bloemfontein, Free State in a period of nine months.

3.1.2. Extent of the works

It is important to note that all development and construction criteria, building methods and material to be used must comply with the National Building Regulations, SANS Specification as well as Norms and Standards of Free State Department of Public Works and Infrastructure.

3.1.3 Location of the works

The proposed site for the **FENCE UPGRADE** is located at **18 Hartley Street, Hamilton, Bloemfontein, Free State.**

The coordinates of the site are (-27.984402, 26.728361)

3.1.4 Temporary works

All the works will be executed within the property boundary of the site.

3.2 Procurement

3.2.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



PART C4: SITE INFORMATION

C4 – Site Information

TENDER NO:

DPWFS T 006/2023 (2SQ)

DESCRIPTION:

FENCE UPGRADE AT HAMILTON OFFICE,
BLOEMFONTEIN



FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

BID NO: DPWFS (T) 006/2023

DESCRIPTION: FENCE UPGRADE AT HAMILTON OFFICE, BLOEMFONTEIN.

C4. Site Information

The proposed site for the taking down and removal of existing fence and the erection of new security fence and laying pave along the new fence located at **18 Hartley Street, Hamilton, Bloemfontein, Free State.**

The coordinates of the site are (-27.984402, 26.728361)

