



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

FOR

MAINTENANCE OF STANDBY GENERATOR SETS IN MTHATHA MANAGEMENT AREA

(24 MONTHS CONTRACT)

TENDER NUMBER: RECB 5/2021

Consisting of:

Volume 1: The Tender (Returnable) This document

Volume 2: The Contract

Compiled for:

Department of Correctional
Services
Private Bag X9013
EAST LONDON
5200

Date:

CRS No:

Tenderer's name:

RESPONSIVENESS CHECKLIST
MANDATORY REQUIREMENTS TO BE SUBMITTED BY BIDDERS

ITEM NO.	DESCRIPTION
(1)	Completed and signed SBD1, in case of a joint venture/consortium a separate SBD1 form in respect of each party to the JV must be completed and submitted.
(2)	Minimum required CIDB Grading of 5ME or Higher . Only
(3)	Signed Attendance Register at the mandatory briefing meeting. One person cannot represent more than one company.
(4)	Signed letter of intent to enter into Joint Venture/Consortium. To be signed by all parties (Where applicable)
(5)	Authority of Lead Partner to sign JV/Consortium documents. To be signed by all parties in the JV (Where applicable).
(6)	Completed and Signed Form of Offer.
(7)	Original completed, priced and signed Bill of Quantities filled in clearly legible with permanent ink.
(8)	Completed and signed Declaration of Interest Register (SBD4). In case of a Joint Venture / Consortium, a separate declaration of interest form in respect of each party to the JV must be completed and submitted.
(9)	Completed and Signed Declaration of Bidder's Past Supply Chain Management Practices (SBD8) (in case of a Joint Venture/Consortium, a separate SBD8 in respect of each party to the JV must be completed and submitted.
(10)	Completed and signed Certificate of Independent Bid Determination (SBD9). In case of a Joint Venture / Consortium, ONLY ONE (1) Certificate of Independent Bid Determination in respect of the JV must be completed and submitted.

ADDITIONAL INFORMATION TO BE SUBMITTED BY THE BIDDER

ITEM NO.	DESCRIPTION
1)	As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 Million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 Million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover.
2)	Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2017
3)	Supporting documents on project imperatives: (i) Plans for promoting and managing safety, health and environmental issues during execution of the project. (ii) Plans for monitoring and applying quality assurance principles in the execution of the project. (iii) Plans for addressing socio-economic issues (with specifics on numbers to be achieved) which include. ❖ Maximisation of job opportunities (labour histograms); ❖ and Training of labour (non –accredited and accredited training.
4)	Proposed methodology covering and demonstrating coherence of the: (i) Work organization programme. (ii) Methodology for executing the works.
5)	CV's of key personnel with relevant experience to execute the works.
6)	Bidders must include proof with their bid from a reputable financial institution, that they will have financial capacity to pay any deposit or advance payment that may be required by the suppliers.

TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS		CHECKED
1)	Correct Tender Offer of Amount carried forward to Cover Page and Form of Offer and Acceptance in Section C1	
2)	All pages requiring signatures signed by Tenderer	
3)	Bills of Quantities	
i)	Section Summaries and Final Summary Completed in INK	
ii)	Corrections crossed out and initialled	
4)	All returnable Documents and Schedules submitted	
A	Authority for Signatory	
B	Schedule of Work carried out by Tenderer	
C	Proposed Key Personnel	
D	Schedule of Proposed-Subcontractors	
E	Financial References	
F	Estimated Monthly Expenditure	
G	Details of Amendments and Qualifications	
H	Certificate of Non-Collusive Tender	
I	Schedule of Construction Plant & Equipment	
J	Record of Addenda to Tender Document	
K	Joint Venture Disclosure Form	
L	CIDB Certificate & CSD Registration	
M	Preliminary Programme & Works Methodology	
N	Quality Control System, Procedures & O&M Manual	
SBD1	Invitation to Bid	
SBD4	Declaration of Interest	
SBD6.1	Preference Points Claim Form	
SBD8	Declaration of Bidders Past Supply Chain Management Practices	
SBD9	Certificate of Independent Bid Determination	
BD6.2	Compulsory information meeting	
C2.1	Pricing Instructions	

THE TENDER (Volume 1)

Part 1: Tendering Procedures

INDEX

THE TENDER (Volume 1)

Part 1: Tendering Procedures

- Copy of Tender Advert
- T1.1 Tender Notice and invitation to tender
- T1.2 Tender Data

ANNEXURE A: Functionality Scoring

Part 2: Agreement and Contract Data

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

Part 3: Returnable Schedules/Documents

1. T2.1 List of Returnable Schedules
2. T2.2 Returnable Schedules:
 - T2.2a Resolution to sign
 - T2.2b Resolution to sign JV
 - T2.2c Schedule of proposed sub-contractors
 - T2.2d PPPFA Claim Forms – Purchases
 - T2.2k Site Inspection Certificate
 - T2.2l Declaration of Interest
 - T2.2n Record of addenda o tender documents
 - T2.2p Schedule of plant & equipment
 - T2.2r Compulsory enterprise questionnaire
 - T2.2s Additional particulars
 - T2.2u CIDB Grading Certificate (Certified copy to be inserted by Tenderers)
 - BD 6.2 Compulsory information meeting

Copy of Tender Advert

TENDER NOTICE

DEPARTMENT OF CORRECTIONAL SERVICES

Tenders are hereby invited for the following maintenance/service contracts for various Correctional Centers in the in the MTHATHA Management Area in the Eastern Cape Region.

- ❑ **MAINTENANCE OF STANDBY GENERATOR SETS IN MTHATHA MANAGEMENT AREA:**
[CIDB Grade: 5ME or higher]

Project Leader (DCS)

VB. NCOBELA

Tel: 043 743 3143

Bid documents obtainable from: National Treasury: eTender Publications: www.etenders.gov.za from the 02/12/2021.

Note: A compulsory site briefing meeting will be held on the 21 December 2021 at **Mthatha Correctional Centre, Laundry House, Mthatha**

Completed tender documents in a sealed envelope endorsed with the project name, project number and description must be deposited in the Tender Box, Moore Street, Ocean Terrace, Block E, Quigney East London, 5211 not later than 11:00 on 17th January 2022.

Tenderers shall take note of the following tender conditions-

- ❑ Penalties for late completion will be enforced
- ❑ Tenderers to tender within their CIDB category grade only (5ME or higher)
- ❑ An approved surety will be required
- ❑ Late tenders will not be accepted
- ❑ Failure to complete all supplementary information and the RETURNABLE SCHEDULES may result in the tender being deemed null and void (eliminated)
- ❑ Preferential Procurement Policy Framework Act (PPPFA) principles will apply, whereby a tenderer's submission will be evaluated according to the sum of the Award of Points in respect of the tender value and the status of the enterprise
- ❑ Target Goals are as follows:
 - 80 Points for Price
 - 20 BBBEE
- ❑ Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in the disqualification of that tender
- ❑ Tenderers are required to be registered for VAT in order to be considered

Telegraphic, telexed or faxed tenders will not be considered.

Procurement Contact Official:

Mr P Makumbane

Tel: 043 711 4243

T1.1 Tender Notice and invitation to tender

T1.1: NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF CORRECTIONAL SERVICES INVITES TENDERERS FOR THE PROVISION OF:

Project title:	MAINTENANCE OF STANDBY GENERATOR SETS IN MTHATHA MANAGEMENT AREA
Reference No:	Not applicable

Tender No;	RCECB 5/2021		
Advertising date:	2 December 2021	Closing date:	17 January 2022
Closing time:	11h00	Validity period	120 days

Tenderers should have a CIDB contractor grading of **5ME** or higher. Please note that the grading is based on annual estimate as the work is of repetitive nature as outline by CIDB.

☒ Potentially emerging enterprises must not submit tender offers.

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

☒	Proof of CIDB Registration certificate. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5ME class of construction work, are eligible to submit tenders.
☒	Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB in the ME class of work only. 2. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5ME class of construction work.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
☒	Submission of applicable (T2.2b): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
☒	Submission of (T2.2l): Declaration of Interest.
☒	Submission of other compulsory returnable schedules / documents as per List of Returnable Schedules (T2.1)
☒	Submission of a CSD registration.(T2.2t)
☒	Service provider to take note that MTHATHA (radius of 5Km) would be regarded as focal point to respond to all breakdowns, to conduct assessments and servicing/maintenance of kitchen equipment.
☒	Failure to fill T2.2s in full or information that cannot be confirmed by reference/s or experience that is not relevant to the tender will result on disqualification.
☒	Submission of CIPRO showing all shareholders.

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

☒ 80 : 20	☐ 90 : 10
---	----------------------------------

Preference point scoring system will be broken down as follows:

Preference:		Price/Quality:	
BBBEE:	20 Points	Price:	80 Points
Total must equal:	20 Points	Total must equal:	80 Points

1. COLLECTION OF TENDER DOCUMENTS:

- ☒ Tender documents to be downloaded from e-tender website: National Treasury: eTender Publications: www.etenders.gov.za from the 02/12/2021.

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

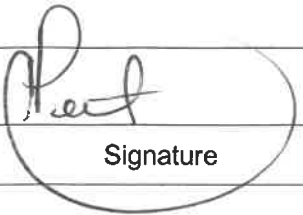
Procurement Contact:	Mr P Makumbane	Telephone No:	043 711 4243
Technical Contact:	VB.Ncobela	Telephone No:	043-743 7143
Cell No:	083 360 3030	Fax No:	043-741 3314
E-mail:	vuyisa.ncobela@dcs.gov.za		

3. DEPOSIT / RETURN OF TENDER DOCUMENTS:

- 3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
 3.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data document.
 3.3. All tenders must be submitted on the official forms – (not to be re-typed)

TENDER DOCUMENTS MAY BE POSTED TO:	OR	DEPOSITED IN THE TENDER BOX AT:
N/A		Department of Correctional Services, Moore Street, Ocean Terrace, Block E, Quigney East London, 5211.

4. COMPILED BY:

HC Pieterse		1 December 2021
Name	Signature	Date

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MTHATHA MANAGEMTN AREA				
BID NUMBER:	RCECB 5/2021	CLOSING DATE:	17 JANUARY 2022	CLOSING TIME: 11H00
DESCRIPTION:	MAINTENANCE OF STANDBY GENERATOR SETS (VARIOUS CORRECTIONAL CENTRES – MTHATHA MANAGEMENT AREA)			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				

BID RESPONSE DOCUMENT MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

Department of Correctional Services,
Moore Street, Ocean Terrace, Block E,
Quigney East London

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				
		☐ TCS PIN	OR	CSD No: ☐
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes ☐ No ☐	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes ☐ No ☐
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐ A REGISTERED AUDITOR		
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	☐ Yes ☐ No ☐ ☐ [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
CONTACT PERSON	Mr P Makumbane		CONTACT PERSON	VB.Ncobela
TELEPHONE NUMBER	043 711 4243		TELEPHONE NUMBER	043-743 7143
FACSIMILE NUMBER	043 731 1512		FACSIMILE NUMBER	043-741 3314
EMAIL ADDRESS	phathutshedzo.makumbane@dcs.gov.za		EMAIL ADDRESS	vuyisa.ncobela@dcs.gov.za

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 ONLINE
- 1.3 BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4 WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAX PAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS/PIN/CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | |
|---|-----|----|--------------------------|--------------------------|
| 3.1 IS THE BIDDER RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | NO | ☐ | ☐ |
| 3.2 DOES THE BIDDER HAVE A BRANCH IN THE RSA? | YES | NO | ☐ | ☐ |
| 3.3 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | YES | NO | ☐ | ☐ |
| 3.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | YES | NO | ☐ | ☐ |

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

T1.2 Tender Data

T1.2: TENDER DATA

Project title:	MAINTENANCE OF STANDBY GENERATOR SETS IN MTHATHA MANAGEMENT AREA		
Tender No:	RCECB 5/2021		
Advertising date:	2 December 2021	Closing date:	17 January 2022
Closing time:	11h00	Validity period	120 days

Clause number																											
	The conditions of tender are the Standard Conditions of Tender as contained in Appendix A of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No 751 published in Government Gazette No. 27831 of 22nd July 2005 and as amended from time to time. (see www.cidb.org.za) The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.																										
F.1.1	The employer is the Eastern Cape Province Department of Correctional Services																										
F.1.2	The tender documents issued by the employer comprise: THE TENDER (Volume 1) Part 1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part 2: Agreement and Contract Data C1.1 Form of offer and acceptance C1.1a Final Summary C1.1b Standard Conditions of Tender C1.2 Contract data C1.3 Form of Guarantee Part 3: Returnable Schedules/Documents T2.1 List of returnable documents T2.2 Returnable schedules: <table border="1"> <tr><td>T2.2a</td><td>Resolution to sign</td></tr> <tr><td>T2.2b</td><td>Resolution to sign JV</td></tr> <tr><td>T2.2c</td><td>Schedule of proposed subcontractors</td></tr> <tr><td>T2.2d</td><td>PPPFA Claim form – Purchases</td></tr> <tr><td>T2.2k</td><td>Site Inspection Certificate</td></tr> <tr><td>T2.2l</td><td>Declaration of Interest</td></tr> <tr><td>T2.2n</td><td>Record of addenda to tender documents</td></tr> <tr><td>T2.2p</td><td>Schedule of plant & equipment</td></tr> <tr><td>T2.2r</td><td>Compulsory enterprise questionnaire</td></tr> <tr><td>T2.2s</td><td>Additional particulars</td></tr> <tr><td>T2.2t</td><td>CSD</td></tr> <tr><td>T2.2u</td><td>CIDB Grading Certificate</td></tr> <tr><td>BD 6.2</td><td>Compulsory information meeting</td></tr> </table> THE CONTRACT (Volume 2) Part 1: Scope of Work C3.1 Scope of work C3.2 HIV/AIDS Specification C3.3 Health and Safety Specification Technical Specifications Part 2: Pricing data C2.1 Pricing instructions C2.2 Preliminaries / Schedules of Quantities / Final Summary	T2.2a	Resolution to sign	T2.2b	Resolution to sign JV	T2.2c	Schedule of proposed subcontractors	T2.2d	PPPFA Claim form – Purchases	T2.2k	Site Inspection Certificate	T2.2l	Declaration of Interest	T2.2n	Record of addenda to tender documents	T2.2p	Schedule of plant & equipment	T2.2r	Compulsory enterprise questionnaire	T2.2s	Additional particulars	T2.2t	CSD	T2.2u	CIDB Grading Certificate	BD 6.2	Compulsory information meeting
T2.2a	Resolution to sign																										
T2.2b	Resolution to sign JV																										
T2.2c	Schedule of proposed subcontractors																										
T2.2d	PPPFA Claim form – Purchases																										
T2.2k	Site Inspection Certificate																										
T2.2l	Declaration of Interest																										
T2.2n	Record of addenda to tender documents																										
T2.2p	Schedule of plant & equipment																										
T2.2r	Compulsory enterprise questionnaire																										
T2.2s	Additional particulars																										
T2.2t	CSD																										
T2.2u	CIDB Grading Certificate																										
BD 6.2	Compulsory information meeting																										

	Part 4: Site information C4 Site information
F.2.1	For eligibility refer to Notice and Invitation to Tender T1.1
F.2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5ME CIDB Grading class of Mechanical construction work; and b) contractors registered with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: 3ME Grading Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB in the ME class of works; - The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5ME CIDB Grading class of construction work.
F.2.1	Only those tenderers who are registered with the CIDB, in a 5ME OR HIGHER CIDB Grading class of construction work, are eligible to submit tenders.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1
F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1
F.2.19	Access shall be provided for the following inspections, tests and analysis as may be required by the Employer.
F.2.22	Not a requirement
F.2.23	The tenderer is required to submit with his tender: 1) A Certificate of Contractor Registration issued by the Construction Industry Development Board and an original valid Tax Clearance Certificate issued by the South African Revenue Services or CSD report.
F.3.4	The time and location for opening of the tender offers are as per Notice and Invitation to Tender T1.1
F.3.11	The procedure for the evaluation of responsive tenders is Method 4
F.3.11	The procedure for the evaluation of responsive tenders is Method 4 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
F3.13.1	Tender offers will only be accepted if: a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and c) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect..
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful tenderer.

ANNEX A

FUNCTIONALITY SCORING SCHEDULES

Table A1:- FUNCTIONALITY CRITERIA SCORE

BID EVALUATION CRITERIA	SCALE / SCORE	WEIGHT	TOTAL MAX POINTS
1. RELEVANT PROJECT EXPERIENCE - Proof of projects/experience related to the scope of work (completion certificates signed on a client letterhead must be attached): 40 points. <u>Breakdown of Points:</u> - Contractor must have completed at least 3 or more projects on the range of 1M or higher. For each, attach a Practical Completion Certificate with the bid & appointment letter. - or Contractor must have completed at least 3 projects on the range of 1M or higher. For each, attach a Practical Completion Certificate with the bid & appointment letter. - or Contractor must have completed less than 3 projects on the range below 1M or higher. For each, attach a Practical Completion Certificate with the bid & appointment letter. - or Contractor with less than 3 projects in any of the above or did not submit Practical completion certificates or still has projects under construction or not reached completion	5 4 3 0	8 8 8 8	40
2. EXPERTISE OF KEY PERSONNEL - 30 POINTS. <u>Breakdown of Points:</u> Attach a C.V and a Trade Test certificate with proven record of accomplishment of specialising in installation/maintenance of Kitchen Equipment.	3	10	

Candidate must be full time employee of the service provider/ company.(5 years and above Trade Tested) - Attach a C.V and a Trade Test certificate with proven record of accomplishment of specialising in installation/maintenance of Kitchen Equipment. Candidate must be full time employee of the service provider/ company. (Less than 5 years Trade Tested) - Attach a C.V and a Trade Test certificate with proven record of accomplishment of specialising in installation/maintenance of Kitchen Equipment. Candidate must be full time employee of the service provider/ company. Less than 3 years Trade Tested) - Attach a C.V and a Trade Test certificate with proven record of accomplishment of specialising in installation/maintenance of Kitchen Equipment. Candidate must be full time employee of the service provider/ company. (Not Trade Tested)	2 1 0	10 10 10	30
3. PLANT AND EQUIPMENT. 20 POINTS: Service provider will be required to attend to breakdowns at any given time. Attach proof of ownership (Licence disc). Minimum of 2 x bakkies or mre. Attach proof of ownership (Licence disc). Less 2x bakkies. No bakkies.	2 1 0	10 10 10	20
4. BANK RATING SUPPLIED BY BANK – The submission of all financial requirements stipulated in the tender: 10 points <u>Breakdown of Points:</u> Bank Rating of A: Undoubted for the amount of enquiry –	5	2	

Good to do business with.			
Bank Rating of B: Good for the amount of the enquiry – Amount is well within the capacity of ordinary business commitments.	4	2	10
Bank Rating of C: Good for amount quoted if strictly in the way of business – Unlikely to commit themselves beyond their means.	3	2	
Bank Rating of D: Fair Trade risk for amount of enquiry- Good for modest business commitments.	2	2	
Bank Rating of E: Figures considered too high- The amount of the enquiry is out proportion to the business' capacity.	1	2	

Minimum combined weighted point threshold must equal 70% for further consideration of the tender.
If the combined weighed score is less than 70% points then the tender is disqualified from further evaluation.

Part 2: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	MAINTENANCE OF STANDBY GENERATOR SETS IN MTHATHA MANAGEMENT AREA
Tender No:	RCECB 5/2021

OFFER

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

- (1) **Servicing of Standby Generator Sets & Associated Equipment**
- (2) **Repairs to Generator Sets as and when required**
- (3) **Attendance to emergency call-outs and breakdowns**

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of:

.....

AND WHO IS:

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

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

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

The official documents..... ☐

The official alternative..... ☐

Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED:

- a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- i. cash deposit/bank or insurance guarantee of 2,5 % of the Contract Sum. Yes ☐ No ☐
 - ii. payment reduction of 10% of the value certified in the payment certificate. Yes ☐ No ☐
 - iii. cash deposit of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐
 - fixed construction guarantee of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted. The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No.....

Cellular Phone No.

Fax No

Postal address

Banker Branch

Branch Code Account number

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

Name of Organisation:	Department of Correctional Services
Address of Organisation	Department of Correctional Services, Moore Street, Ocean Terrace, Block E, Quigney East London, 5211.

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

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

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

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

Appendix A

Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

F.1.2 Tender Document

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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

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

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

F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:
 N_{FO} = the number of tender evaluation points awarded for the financial offer.
 W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

where:

P_m = the comparative offer of the most favourable tender offer.
 P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

C1.2 Contract Data

C.1.2 Contract Data

Part 1: Data Provided by the Employer

General Conditions of Contract

The following standardised General Conditions of Contract, **General Conditions of Contract for Construction Works (Third Edition) 2015**, prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, e-mail: civilinfo@saice.org.za.

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

The General Conditions of Contract make 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 general conditions of contract.

The contract data and General Conditions of Contract shall have precedence over the drawings, scope of work and standardised specifications in the interpretation of any ambiguity.

Contract specific data

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this contract are:

CLAUSE		DATA
1. GENERAL	1.1.1.13	The defects liability period is 12 months.
	1.1.1.14	The time for achieving practical completion of repair, service& maintenance work is Twenty four (24) months.
	1.1.1.15	The name of the employer is DEPARTMENT OF CORRECTIONAL SERVICES
	1.1.1.26	The pricing strategy is a re-measurement contract .
	1.1	DEFINITIONS The following two additional definitions shall apply:
	1.1.1.35	“Drawings” means all drawings, calculations and technical information forming part of the contract documents and any modifications thereof or additions thereto from time to time approved in writing by the employer's agent or delivered to the contractor by the employer's agent.
	1.2.1.3	Sent by facsimile or any like communication irrespective of it being during office hours or otherwise.
	1.2.1.4	Posted to the addressee for certified delivery by the postal authorities.
	1.2.1.5	Delivered by a courier service and signed by addressee.
	1.2.1.2	The employer's address for receipt of communication is: Postal address: Department of Correctional Services Private Bag X9013 EAST LONDON 5200 Physical address: Department of Correctional Services Ocean Terrace Bld, Quigney EAST LONDON 5241

2. BASIS OF CONTRACT	2.4.3	The following additional sub-clause applies: In the event of any discrepancy or conflict between parts of the contract documents, the order of precedence shall be as follows: Project specifications Special Conditions of Contract General Conditions of Contract Conditions of tender Standardised/Particular specifications Contract drawings Schedule of quantities
3. EMPLOYER	3.2.3	The contractor shall obtain the specific approval of the employer before carrying out any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1. Clause 3.3.1 Nomination of employer's agent's representative - NA 2. Clause 3.3.4 Employer's agent's authority to delegate - NA 3. Clause 5.7.3 The issuing of an instruction to accelerate the rate of progress 4. Clause 5.8.1.1 Non-working times 5. Clause 5.11.2 Suspension of works 6. Clause 5.12 Granting extension of time for practical completion 7. Clause 5.12.4 Acceleration instead of extension of time 8. Clause 6.3 (Amended) All V.O. will be assessed by the engineer and submitted to the client for approval. 9. Clause 6.11 The agreeing of the adjustment of sums in general items 10. The giving of a ruling on a Contractor's Claim
4. CONTRACTOR'S GENERAL OBLIGATIONS	4.3	LEGAL PROVISIONS The following additional clause shall apply:
	4.3.3	The employer and the contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the contraction regulations promulgated thereunder. The Contractor shall submit to the Employer a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the commencement date. The contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the contract.
	4.3.4	The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
5. TIME AND RELATED MATTERS	5.1.1 and 5.8.1	The non-working days are Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break (2) The builder's shutdown is commencing on the 16th December and ends on the first Monday of the subsequent year. All construction activities may only be conducted during the hours of 07H00 to 16H30, Monday to Friday or as otherwise required by the Department of Correctional Services and as described in the works methodology. No construction activities may be undertaken on weekends. Special arrangements will be made for construction activities on Saturdays.

	5.3.1	The documentation required before commencement with the works execution are: 1. Health and Safety Plan, including proof of registration of the project and workers with the Department of Labour (refer to Clause 4.3) 2. Initial programme (refer to Clause 5.6) 3. Security (refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) 5. Quality Management Plan 6. Works Methodology 7. Environmental Management Plan
5. TIME AND RELATED MATTERS	5.3.2	The time to submit the documentation required before commencement with works execution is 21 days. The works are to be commenced within 28 days of the commencement date.
	5.4.2	The contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site. <u>In addition, the site is not for the exclusive use of the contractor and access by the Department of Correctional Services, the offenders and the general public at large shall be maintained at all times.</u>
	5.12.2.2	EXTENSION OF TIME The following additional clause shall apply: Extensions of time in respect of Clause 5.12.2.2 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. N_w = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. N_n = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month. R_w = Actual average rainfall in mm recorded for the calendar month under consideration. R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records. For purposes of the contract N_n, R_n and X shall have those values assigned to them by the Weather Bureau as presented in the table below If V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

CLAUSE		DATA																																																
5. TIME AND RELATED MATTERS	5.12.2.2	Tenderers are to make allowance in their construction programme for an annual average of 21 rain days based on the following, which are the most reliable values N_n and R_n available from the Weather Bureau, Department of Transport, Pretoria. They shall be used unless other values are mutually agreed beforehand:																																																
		Station No 0127/4859 – East London																																																
		<table><thead><tr><th><u>MONTH</u></th><th><u>N_n</u></th><th><u>R_n</u></th><th><u>MONTH</u></th><th><u>N_n</u></th><th><u>R_n</u></th></tr></thead><tbody><tr><td>January</td><td>3</td><td>90</td><td>July</td><td>1</td><td>16</td></tr><tr><td>February</td><td>3</td><td>88</td><td>August</td><td>1</td><td>22</td></tr><tr><td>March</td><td>3</td><td>98</td><td>September</td><td>1</td><td>41</td></tr><tr><td>April</td><td>1</td><td>44</td><td>October</td><td>2</td><td>59</td></tr><tr><td>May</td><td>1</td><td>28</td><td>November</td><td>3</td><td>77</td></tr><tr><td>June</td><td>0</td><td>16</td><td>December</td><td>2</td><td>78</td></tr><tr><td colspan="3">ANNUAL AVERAGE</td><td><u>21</u></td><td colspan="2"><u>657</u></td></tr></tbody></table>	<u>MONTH</u>	<u>N_n</u>	<u>R_n</u>	<u>MONTH</u>	<u>N_n</u>	<u>R_n</u>	January	3	90	July	1	16	February	3	88	August	1	22	March	3	98	September	1	41	April	1	44	October	2	59	May	1	28	November	3	77	June	0	16	December	2	78	ANNUAL AVERAGE			<u>21</u>	<u>657</u>	
		<u>MONTH</u>	<u>N_n</u>	<u>R_n</u>	<u>MONTH</u>	<u>N_n</u>	<u>R_n</u>																																											
		January	3	90	July	1	16																																											
		February	3	88	August	1	22																																											
		March	3	98	September	1	41																																											
		April	1	44	October	2	59																																											
		May	1	28	November	3	77																																											
		June	0	16	December	2	78																																											
ANNUAL AVERAGE			<u>21</u>	<u>657</u>																																														
The contractor shall be required to adopt either of the following:																																																		
1. To obtain daily rainfall records during the construction period from the abovementioned weather station.																																																		
2. To supply and install all the necessary measuring equipment at his expense at a representative place on the site. Access to this point shall be restricted and under the control of the engineer.																																																		
Time extensions due to weather or weather related causes shall not result in any additional claim for time related to preliminary and general payment.																																																		
No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provision of Clause 5.12.																																																		
5.12.2.2	Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experience. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any reason will be entertained.																																																	
5. TIME AND RELATED MATTERS	5.13.1	The penalty for failing to complete the works is R 1 471 per calendar day.																																																
	5.14.1	The requirements for achieving practical completion are: The works are to be completed to a stage where, in the opinion of the employer's agent, or his appointed representative, they can be used for the intended purpose without any damage, danger or inconvenience to the employer.																																																
	5.16.3	The latent defect period is 12 months.																																																

	6.8.2	Contract Price Adjustment (CPA) will be applicable: YES. If CPA is indicated as 'Yes' above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.15. (Labour) b = 0.2 (Contractor's equipment) c = 0.55 (Material) d = 0.10 (Fuel) The urban area nearest the Site is MTHATHA. (Select urban area from Statistical News Release, P0141, Table 7.1.) The applicable industry for the Producer Price Index for materials is CIVIL ENGINEERING (Select the applicable industry from Statistical News Release, P01421, Table 11.) The area for the Producer Price Index for fuel is Diesel fuel - Coast and Witwatersrand. (Select the area from Statistical News Release, P01421, Table 12.) The base month is November 2021. (The month prior to the closing of the tender.)
	6.8.3	Price adjustments for variations in the cost of special materials are allowed.
	6.10.1.5	The percentage advance on materials not yet built into the permanent works is 80% on submission of a payment guarantee. A percentage advance on plant not yet supplied to Site 0%.
	6.10.3	The percentage retention on amounts due to the contractor is 10% . The limit on retention is 5% of the contract price, if a performance guarantee is provided.
	6.10.4	<i>Add the following to Clause 6.10.4:</i> Notwithstanding the above, the employer's agent shall be empowered to withhold the delivery of the payment certificate until the contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the scope of work.
	6.10.10	Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
8. RISKS AND RELATED MATTERS	8.6.1.1.2	The value of plant and materials supplied by the employer to be included in the insurance sum is R NIL.
	8.6.1.1	No contract works insurance and public liability insurance has been arranged by the employer. The onus is on the Contractor is to ensure that the works adequately insured.
	8.6.1.1	No contract works insurance and public liability insurance has been arranged by the employer. The onus is on the Contractor is to ensure that the works adequately insured.

C.1.2 Contract Data

Part 2: Data provided by the Contractor

The contractor is advised to read the *General Conditions of Contract for Construction Works, Third Edition, 2015* published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za

Each item of data given below is cross-reference to the clause in the Conditions of Contract to which it mainly applies.

CLAUSE		DATA
1. GENERAL	1.1.1.9	The name of the contractor is: _____ _____ _____
	1.2.1.2	The address of the contractor is: Address (physical): _____ _____ Address (postal): _____ Telephone: _____ Facsimile: _____ e-mail: _____

CLAUSE		DATA	
6. PAYMENT AND RELATED MATTERS	6.2.1	The security to be provided by the contractor shall be <u>one</u> of the following:	
		Type of security (VAT is to be INCLUDED in the contract sum and the value of work for calculating percentages)	Contractor's choice (Indicate "Yes" or "No")
		Cash deposit of 10% of the contract sum.	
		Fixed performance guarantee of 10% of the contract sum.	
		Variable performance guarantee of 10% of the contract sum for the first period and 10% of the contract sum for the second period.	
		Retention of 5% of the value of the works.	
		Cash deposit of 10% of the contract sum plus retention of 5% of the value of the works.	
		Fixed performance guarantee of 10% of the contract sum plus retention of 5% of the value of the works.	
		Variable performance guarantee of 10% of the contract sum for the first period and 10% of the contract sum for the second period plus retention of 5% of the value of the works.	
	6.5.1.2.3	The percentage allowance on the net cost of material actually used in the completed work is _____%.	
	The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is _____%.		
6.8.3	The variation in cost of special materials is:		
	Special material	Unit on which variation will be determined*	Price for base month ex-factory, excluding transport, labour or any other costs
*State unit in appropriate column When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the supplier.			

Part 3: Returnable Schedules/Documents

T2.1: LIST OF RETURNABLE SCHEDULES

Project title:	MAINTENANCE OF STANDBY GENERATOR SETS IN MTAHTHA MANAGEMENT AREA		
Project Manager:	Mr. VB. Ncobela	Tender:	RCECB 5/2021

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender Document Name	Number of pages issued	Returnable Document
Resolution of Board of Directors (T2.2a)	1 Page	☒ Yes ☐ No
Resolution of Board of Directors to enter into consortia or JV's (T2.2b)	2 Pages	☒ Yes ☐ No
Schedule of proposed sub-contractors (T2.2c)	1 Page	☒ Yes ☐ No
Capacity of Tenderer	2 Pages	☒ Yes ☐ No
Targeted Enterprise Declaration Affidavits (T2.2d to T2.2j: as applicable)	Pages	☒ Yes ☐ No
Final Summary Page	1 Page	☒ Yes ☐ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender Document Name	Number of pages issued	Returnable Document
Site Inspection Certificate (T2.2k)	1 Page	☐ Yes ☒ No
Declaration of Interest (T2.2l)	2 Pages	☒ Yes ☐ No
SBD 1 form	4 Pages	☒ Yes ☐ No
SBD 4 form	4 Pages	☒ Yes ☐ No
SBD 6.1 form	4 Pages	☒ Yes ☐ No
SBD 8 form	2 Pages	☒ Yes ☐ No
SBD 9 form	2 Pages	☒ Yes ☐ No
Certified copy of CIDB Grading Certificate or Proof of Registration (T2.2u)	1 Page	☒ Yes ☐ No
BD 6.2 Compulsory information meeting	1 Page	☒ Yes ☐ No

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender Document Name	Number of pages issued	Returnable Document
Record of Addenda to Tender Documents (T2.2n)	1 Page	☒ Yes ☐ No
Particulars of Mechanical Sub-contract (T2.2o)	1 Page	☐ Yes ☒ No
Schedule of Plant and Equipment (T2.2p)	Pages	☒ Yes ☐ No
Schedule of Imported Materials and Equipment to be completed by tenderer. (T2.2q)	Pages	☒ Yes ☐ No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender Document Name	Number of pages issued	Returnable Document
Priced Preliminaries	Pages	☒ Yes ☐ No
Priced Schedule of Quantities	Pages	☒ Yes ☐ No
Compulsory Enterprise Questionnaire (T2.2r)	Pages	☒ Yes ☐ No
Additional particulars of bidders (T2.2s)	Pages	☒ Yes ☐ No
Health and Safety Specification	Pages	☒ Yes ☐ No
Contractors Reports	Pages	☒ Yes ☐ No
Technical Specification – Standby Generator Sets	Pages	☒ Yes ☐ No

RETURNABLE SCHEDULES

T2.2a Resolution to sign

T2.2a: RESOLUTION FOR SIGNATORY

Project title:	MAINTENANCE OF STANDBY GENERATOR SETS IN MTHATHA MANAGEMENT AREA. (Eastern Cape Region)
Project Number:	RCECB 5/2021

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2b Resolution to sign JV

T2.2b: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Project title:	MAINTENANCE OF STANDBY GENERATOR SETS IN MTHATHA MANAGEMENT AREA (Eastern Cape Region)
Project Number:	RCECB 5/2021

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

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

to the Department of Correctional Services in respect of the following project:

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment 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 chooses as its domicilium citadel et executant 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)

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

Note:

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

ENTERPRISE STAMP

2.2c Schedule of proposed sub-contractors

T2.2c: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

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

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2d PPPFA Claim Forms

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to **not exceed R50 000 000** (all applicable taxes included) and therefore the **80/20 preference point system** shall be applicable.

- 1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black

Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

1)	level certificate issued by an authorized body or person;	B-BBEE	Status
2)	as prescribed by the B-BBEE Codes of Good Practice;	A	sworn affidavit
3)	requirement prescribed in terms of the B-BBEE Act;	Any	other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:

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

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

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

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

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted%
 ii) The name of the sub-contractor
 iii) The B-BBEE status level of the sub-contractor
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:
- 8.2 VAT registration number:
- 8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....
.....

Declaration of Interest

DECLARATION OF INTEREST

(NB : In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act No. 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full name of bidder or his or her representative :
- 2.2 Identity number :
- 2.3 Position occupied in the Company (director, trustee, shareholder, member) :
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust :
- 2.5 Tax Reference Number :
- 2.6 VAT Registration Number :
- 2.6.1 The names of all directors / trustees / shareholders² / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

Yes	No
-----	----

2.7.1 If so, furnish the following particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution

Any other particulars :

.....

.....

.....

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

Yes	No
Yes	No

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the state in the previous twelve (12) months?

Yes	No
-----	----

2.8.1 If so, furnish particulars :

.....

.....

.....

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

Yes	No
-----	----

2.9.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

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

Yes	No
-----	----

2.10.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

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

Yes	No
-----	----

2.11.1 If so, furnish particulars :

.....

.....

.....

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

Full name	Identity number*	Personal Tax Reference Number	State Employee Number / Persal Number

***Copies of Identity Document must be attached.**

DECLARATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 TO 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THE DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

Note : Should the bidder or any of its directors/members or shareholders be employees of any organ of state as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), such member/director or shareholder must submit a certified copy of the permission granted by the Executive Authority of his/her Department to conduct remunerative work in the Public Service as contemplated in the Public Service Act, 1994 (Act 103 of 1994) Chapter VII, Sections 30 and 31. Failure to submit the proof will automatically invalidate the bid. Knowingly not submitting it will make the person liable for fraud.

T2.2n Record of addenda to tender documents

T2.2n: Record of Addenda to Tender Documents*

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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

T2.2p Schedule of plant & equipment

T2.2p: Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2r Compulsory enterprise questionnaire

T2.2r : Compulsory Enterprise questionnaire*

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed _____

Date _____

Name _____

Position _____

Enterprise
name _____

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

T2.2s Additional particulars regarding Tenderers

T2.2s: ADDITIONAL PARTICULARS CONCERNING BIDDERS

Project title:	MAINTENANCE OF STANDBY GENERATOR SETS IN MTHATHA MANAGEMENT AREA. (EASTERN CAPE REGION)
Tender no:	RCECB 5/2021

SURETIES AS SECURITY

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

1.1 Name of surety:

.....
.....

Address of surety:

.....
.....

Bank of surety:

.....

Branch:

.....

1.2 Name of surety:

.....
.....

Address of surety:

.....

.....

Bank of surety:

.....

Branch:

.....

COMPANIES

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

PARTNERSHIPS

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

Full name of partner

Resident address

Signature

.....
.....

.....

.....
.....

.....

.....
.....

.....

We, the undersigned partners, in the business trading as

..... hereby

authorizeto sign this
bid as well as any
contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract on our behalf.

..... Signature	 Signature	 Signature
Date:	Date:	Date:

ONE-MAN BUSINESS

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

..... Signature	 Date
--------------------	---------------

WORK CAPACITY

The bidder is requested to furnish the following particulars. Failure to do so may result in the bid being disregarded.

Skilled artisans employed. State categories and furnish numbers:

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

Unskilled labour employed. State categories an furnish numbers:

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

Full particulars of machinery, plant and workshops:

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

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

A. PRIVATE

Project name and brief description of scope	Place	Duration	Start date	End date	Reference and contact details
1.					
2.					
3.					
4.					
5.					
6.					
7.					

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

Project name and brief description of scope	Place	Duration	Start date	End date	Reference and contact details
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Particulars of projects which bidder has already –

a) Completed for the Department of Correctional Services

Project name and brief description of scope	Place	Duration	Start date	End date	Reference and contact details
1.					
2.					
3.					
4.					
5.					
6.					
7.					

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

Project name and brief description of scope	Place	Duration	Start date	End date	Reference and contact details
1.					
2.					
3.					
4.					
5.					
6.					
7.					

.....
Signature

.....
Date

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2t CSD

(TO BE INSERTED BY TENDERER)

T2.2u CIDB Grading Certificate

**(PROOF OF GRADING TO BE INSERTED BY
TENDERER)**

BD 6.2 Compulsory information meeting

**DESCRIPTION: MAINTENANCE OF STANDBY GENERATOR SETS FOR THE PERIOD OF
TWENTY FOUR (24) MONTHS: MTHATHA MANAGEMENT AREA**

COMPULSORY INFORMATION MEETING

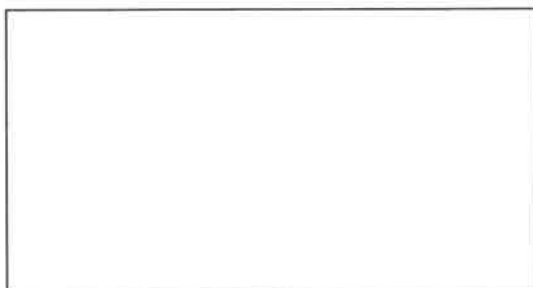
DEPARTMENT OF CORRECTIONAL SERVICES

Prospective bidders must attend the compulsory information meeting to acquaint themselves with the extent of the services required. A completed attendance certificate must be submitted together with the bid document.

Date: 22 December 2021
Time: 11H00
Venue: Department of Correctional Services
Mthatha Correctional Centre
Laundry House
Mthatha

This is to certify that of (the company)
..... attended the compulsory information meeting
on the day of 20__.

.....
BIDDER



DEPARTMENTAL STAMP

.....
OFFICIAL

.....
RANK