



BID DOCUMENT

FOR THE

**REQUEST FOR PROPOSAL FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE REFURBISHMENT
AND ALTERATIONS TO ACCOMMODATE THE EASTERN CAPE PROVINCIAL OFFICE (ECPO), INCLUDING
ASSOCIATED IMPROVEMENT WORKS AT THE GQEBERHA LOCAL OFFICE**

Tender No.: GQEBERHA/50/2026

DATE OF ISSUE: 02 October 2026

Issued by
Legal Aid South Africa

Note:

Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document, subsequent to which, all references to the term "Tenderer(s)" then become synonymous with the term "Contractor".

NAME OF BIDDER:

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T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

Legal Aid South Africa **invites tenders for** the For the Provision of Construction Services for The Refurbishment and Alterations to Accommodate the Eastern Cape Provincial Office (ECPO), Including Associated Improvement Works at The Gqeberha Local Office.

Only tenderers who are a CIDB contractor grading of **5GB** or higher as stated on the Tender Data may submit tender offers.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **5GB** or higher class of construction work; or not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status.
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5GB or higher or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

INSTRUCTION TO BIDDERS – COMPULSORY ONLINE BRIEFING SESSION AND ATTENDANCE REGISTER

Bidders are hereby informed that the online briefing session is compulsory and all prospective bidders intending to submit a bid are required to attend the session for the bid to be considered.

On the day of the briefing session, bidders will be required to log into the MS Teams session using the link provided in the tender documentation. An online attendance register will be made available through the MS Teams chat during the briefing session.

The attendance register will be administered through Microsoft Forms and bidders will be required to complete the form in full. The following information will be required:

- Name and surname of the bidder's representative attending the briefing session;
- Name of the bidding entity;
- Contact telephone/mobile number of the bidding entity or representative; and
- Email address of the bidding entity or representative.

The Microsoft Forms attendance register will be accessible only during the briefing session and will be closed immediately upon conclusion of the session. The attendance register will not be made available after the briefing session has ended.

Bidders are therefore required to ensure that they:

- Log into the MS Teams briefing session on time;
- Monitor the MS Teams chat for the attendance-register link;
- Access and complete the Microsoft Forms attendance register during the briefing session;
- Ensure that all information provided on the attendance register is accurate and corresponds with the bidding entity's details; and
- Submit the completed form before the briefing session concludes.

Failure to complete and submit the Microsoft Forms attendance register during the briefing session will result in the bidder's attendance not being recognised, notwithstanding the bidder having been present or having participated in the MS Teams briefing session.

Bidders are accordingly advised to ensure that they have reliable internet connectivity and access to a suitable device to enable them to participate in the MS Teams session and complete the online attendance register within the prescribed period.

Only bidders whose attendance has been duly recorded through the prescribed online attendance register will be regarded as having complied with the compulsory briefing-session requirement.

SITE INSPECTION

The Tenderer shall inspect and examine the Site (**1 Uitenhage Street, Gqeberha**) on appointment and its surroundings and shall satisfy himself/herself before submitting his/her tender as to the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he/she may require and in general shall him/her/herself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his/her tender. The tenderer must be represented at the site inspection by a person suitably qualified and experienced to understand the implications of the work involved. Attendance at the site inspection is not compulsory and a tenderer must take full responsibility for the required scope.

TENDER DOCUMENT AVAILABILITY

Tender documents are available from 02 October 2026, for free download from National Treasury's eTender Publication (<http://www.etenders.gov.za>) and Legal Aid SA Tender Tab on the Legal Aid SA website.

TENDER INFORMATION:

Compulsory Briefing Session	Microsoft Teams
Date:	13 October 2026
Time:	10:00 AM -12:00 PM
Compulsory Briefing Session MS Teams Link	https://msteams.link/K3ME
Tender Closing Date	03 November 2026
Tender Closing Date	11H00 AM
Tender Documents Submission:	Legal Aid House 29 De Beer Street Braamfontein
Bid Enquiries:	Mr. Mabje Nkadameng
Technical Enquiries:	Ms. Nomalanga Nxumalo
Tel	011 877 -2000

**PART A
INVITATION TO BID**

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEGAL AID SOUTH AFRICA							
BID NUMBER:	GQEBERHA 50/2026		CLOSING DATE: 03 November 2026		CLOSING TIME:		11:00 am
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE REFURBISHMENT AND ALTERATIONS TO ACCOMMODATE THE EASTERN CAPE PROVINCIAL OFFICE (ECPO), INCLUDING ASSOCIATED IMPROVEMENT WORKS AT THE GQEBERHA LOCAL OFFICE						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Legal Aid House, 29 De Beer Street, Braamfontein, 2017							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mabje Nkadimeng			CONTACT PERSON	Nomalanga Nxumalo		
TELEPHONE NUMBER	011 877 2000			TELEPHONE NUMBER	011 877 2000		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	MabjeN@legal-aid.co.za			E-MAIL ADDRESS	NomalangaN@legal-aid.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

REQUEST FOR PROPOSAL FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE REFURBISHMENT OF THE EASTERN CAPE PROVINCIAL OFFICE IN GQEBERHA.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

IMPORTANT NOTICE

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

The bid box is open, 5 days a week, Monday to Friday, between 08h00 – 17h00.

The bid box is located in Legal Aid South Africa

Legal Aid House Reception

Physical address: 29 De Beer Street, Braamfontein, Johannesburg, 2017

All bids must be submitted on the official forms – (not to be re-typed)

All bidders must sign a security tender register when submitting their tender documents

Writing must be in block letters and black ink.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, The General Conditions of Contract (GCC) for Construction Works and any other special conditions of contract specified by Legal Aid SA.

SUPPLY CHAIN MANAGEMENT AND TECHNICAL ENQUIRIES

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

SUPPLY CHAIN MANAGEMENT ENQUIRIES

Name: Mabje Jefferson Nkadimeng

Office Telephone No.: (011 877 2000)

E-mail: MabjeN@legal-aid.co.za

TECHNICAL ENQUIRIES

Name: Nomalanga Nxumalo

Office Telephone No.: (011 877 2000)

E-mail: NomalangaN@legal-aid.co.za

Name: Nyako Tshukudu

Office Telephone No.: (011 877 2000)

E-mail: NyakoN@legal-aid.co.za

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (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.

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is LEGAL AID SOUTH AFRICA
C.1.2	The Tender Documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender Part T2: Returnable Document T2 List of returnable documents T2 Returnable schedule Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing Assumptions C2.2 Pricing/Activity Schedules Part C3: Works Information / Scope of work Part C4: Site information
C.1.4	The Employer's Agent is Mabje Nkadameng Email address: MabjeN@legal-aid.co.za
C.1.5	Cancellation and Re-Invitation of Tenders C1.5.1 An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process. C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.2	TENDERER'S OBLIGATIONS

C.2.1	Eligibility Refer to Mandatory Criteria as listed in C3.11
C.2.2	Cost of tendering C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	Acknowledge addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Clarification meeting Compulsory Clarification Session Virtual at 10 a.m. on 13 October 2026 The arrangements for the above are as stated in the Tender Notice and Invitation to Tender (T1.1). Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
C.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date of 19 October 2026 at 13:00 pm.
C.2.9	Insurance Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.

C.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	Alternative bids will not be considered.
C.2.13	Submitting a tender offer C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. C.2.13.2 Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink. C.2.13.3 Submit the parts of the tender offer communicated on paper as an original AND in electronic format (USB Flash Drive), with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" including electronic format (USB Flash Drive). Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
C.2.15	Closing time The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

	Location of tender box: <i>Legal Aid House 29 De Beer Street Braamfontein</i> Tender Closing Date: 03 November 2026 at 11 am
C.2.16	Tender offer validity C.2.16.1 Hold the tender offer(s) valid for 90 days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data. C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.17	Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification from 23 October 2026.
C.3.2	Issue Addenda Addenda will be issued until ten (10) working days before the tender closing time.

C.3.3	Return late tender offers Tenders received after the closing time and date are late and should be disqualified.		
C.3.4	Opening of tender submissions Tender closing date is 03 November 2026 at 11:00 am). Tender opening register will be uploaded on National Treasury e-tenders website and the Legal Aid SA website.		
C.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.		
C.3.8	Test for Responsiveness <u>Mandatory Admin Compliance</u> All bid respondents must submit the following documents that comply with all pre-qualification requirements.		
		<u>CIDB REGISTRATION</u>	<u>Comply</u>
		The bidder must have a valid CIDB grading designation of 5GB or higher. The bidder must maintain their applicable CIDB grading and active status with CIDB for the duration of the construction project. To substantiate, the bidder must submit/attach proof of valid CIDB Registration/application for grading. Where the bidding entity is a Joint Venture, the consolidated Join venture CIDB grading designation must be of <u>5GB or higher</u>. The Joint Venture Entity must maintain their applicable CIDB grading and active status with CIDB for the duration of the construction project. NB: For applications, the status will be verified 21 working days after the closing of the tender.	<u>Not Comply</u>
		Substantiate / Comments	
		LETTER OF GOODSTANDING	Comply
			Not Comply

	The bidder and all the proposed sub-contractors are required to have a valid Compensation for Occupational Injuries and Diseases Act, no 130 of 1993 (COIDA) Letter of Good standing for Construction or Renovations or Refurbishments or Building Maintenance the duration of the project. This should be provided for the bidder. To substantiate, the bidder is required to attach a copy of their valid COIDA Letter of Good Standing.		
	Substantiate / Comments		
	Joint Venture	Comply	Not Comply
	In the case of Joint Ventures, bidder must submit a copy of the <u>signed</u> Joint Venture Agreement.		
	Substantiate / Comments		
	PUBLIC LIABILITY INSURANCE	Comply	Not Comply
	The bidder is required to provide appropriate employers and public liability insurance of R 5 000 000 to cover the risk of injury to the contractor's staff and/or any third parties including any sub-contractors of the bidder who may be injured accidentally or cause any damages to property within project duration. In the case of Joint Ventures, the lead partner must submit at copy of appropriate employers and public liability insurance of R 5 000 000.		
	Substantiate / Comments		
	COMPULSORY SITE BRIEFING ATTENDANCE		
	Bidders are required to attend the compulsory online briefing session and complete and submit the prescribed Microsoft Forms attendance register during the session. Failure to complete and submit the attendance register, notwithstanding the bidder's participation or presence in the MS Teams session, will constitute non-compliance with a mandatory tender requirement and the bid will be regarded as non-responsive and disqualified from further evaluation.		
	Substantiate / Comments		

	Bids that do not fully comply with the requirements will be disqualified and will not be considered for further evaluation.						
C.3.9	Arithmetical errors, omissions and discrepancies. C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:						
	a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:						
	(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.						
C.3.10	Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.						
C.3.11	Evaluation Criteria and References: Bids shall be evaluated in terms of the 3-phase process: <table border="1" data-bbox="370 1709 1507 1822"> <tr> <td>Elimination Criteria (Phase 1)</td><td>Technical Criteria (Phase 2)</td><td>Evaluation</td><td>Price and Preference Points Evaluation (Phase 3)</td></tr> </table>			Elimination Criteria (Phase 1)	Technical Criteria (Phase 2)	Evaluation	Price and Preference Points Evaluation (Phase 3)
Elimination Criteria (Phase 1)	Technical Criteria (Phase 2)	Evaluation	Price and Preference Points Evaluation (Phase 3)				

	Only bidders that comply with ALL the criteria set in 3.8.8 above, Test of Responsiveness, will proceed to Technical/Functional Evaluation (Phase 2).	Bidder(s) are required to achieve a minimum 70 points threshold on criteria on 100 points overall. Only bidder (s) who met and/or exceeded the minimum threshold points on Phase 2 below will proceed to Price and Preference Points Evaluation (Phase 3)	Bidder(s) will be evaluated out of 100 points i.e. 80 points for Price and 20 points for Preference Points.
	Phase 2: <u>Functionality Evaluation Adherence</u> Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality. All qualifying bids would be evaluated for functionality. The table below contains the weights for each functional requirement component.		

Functionality Evaluation Criteria

Item	Description	Points
5.1.	The bidder must submit proof to demonstrate a minimum experience in the last seven (7) years in delivering projects of Refurbishment or renovations or building maintenance of office/commercial buildings, supported by contactable three (3) previous and/or current clients. Information must be completed as per Annexure A, Table (a) supported by reference letters (reference letters without completed Table (a) will not be considered). NB: Letters must be on the client's official company letterhead, including the scope and contactable referee details. Three references = 40 points Two references = 30 points One references = 20 points Zero references = 0 points	40
5.2.	The bidder's proposed team as per below must demonstrate a track record and proven experience in the provision of Refurbishment and renovations of office buildings. a) The bidder must submit a Curriculum Vitae (CV) of a Contracts Manager to be deployed to the project. The manager must have a minimum of 10 years' experience as a Contracts Manager and with a qualification (National Diploma or Higher) in either one of the following fields: Architecture, Quantity Surveying and Construction Management or Civil Engineering and provide certified copies thereof. =10 points	30

Item	Description	Points
	- Less than 10 years' experience as a Contracts Manager in refurbishment projects, without a proven valid certified copy of a Qualification in Construction = 0 points b) Site Agent 5 years and above experience as a Site Agent on site in refurbishment projects, with a proven valid certified copy of a Qualification in Construction (National Diploma / Degree and/or Honours Degree) = 10 points - Less than 5 years' experience as a Site Agent on site in refurbishment projects, without a proven valid certified copy of a Qualification in Construction = 0 points c) Foreman 5 years' and above experience as a Site Foreman on site in refurbishment projects, with a proven valid certified copy of a Trade Certificate or Higher qualification = 5 points - Less than 5 years' experience as Site Foreman on site in refurbishment projects, without a proven valid certified copy of a trade certificate or qualification = 0 points d) OHS Officer 3 years and above experience as a Construction health and safety officer in refurbishment projects, and Registered with SACPCMP = 5 points - Less than 3 years' experience as a Construction health and safety officer in refurbishment projects = 0 points - The structure (organogram/proposed organogram) and composition of the proposed team and team leader, clearly outlining the main disciplines/specialties of this project and the key personnel responsible for each specialty, is required. Table (b), Annexure A of this RFP, must be completed. - CVs of all key personnel; and the CVs must clearly highlight qualifications, valid and in good standing professional body registration, areas of experience/competence relevant to the tasks and objectives of this project as outlined above. - Copies of relevant qualifications and professional registrations for Team Members, - Note: CVs without the qualification of Team Members not attached = 0 points	
5.3.	The bidder is required to demonstrate their thorough understanding of the objectives and deliverables of this project, as well as associated timelines. To substantiate, the bidder is required to submit a detailed program indicating the critical path activities, milestones, anticipated start and completion dates for the construction project and staff workstation movements within the Legal Aid SA building.	30

Item	Description	Points
	The bidder must also provide a detailed proposal of the methodology/ approach to be used to carry out the scope of work outlined above and clearly demonstrating how the construction project's objectives will be achieved. The proposal must outline the following: a) Stakeholder engagement and communication strategy = 2.5 points b) Detailed plan for managing staff movement with minimal disruption 2.5 points c) Quality Plan = 5 points d) Risk Management Plan = 5 points e) Construction Approach = 5 points f) Implementation of safety, health, and environmental protocols = 5 points g) Timelines of the project to be completed as follows: = 5 points • Construction start and completion • Staff movement phases	
	Total	100 Points

Where bidders have not provided the required information or have not fully addressed the functionality evaluation criteria, they will not be allocated any points for the relevant item.

Bidders who score less than **70 points** of the 100 points for functionality will be disqualified and will not be evaluated further.

Note: bidders' years of experience will be counted up to the closing date of the tender. EG 2026 (TENDER CLOSING DATE counting backwards)

Note: Prior to the final appointment, all necessary due diligence processes will be conducted to verify the bidder's compliance, capacity, and capability to undertake the scope of work. This includes, but is not limited to, the review of relevant certifications, previous project performance, financial standing, referee site visits and any other statutory or project-specific requirements.

Phase 3 : Preference Point System All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:									
<table border="1"> <thead> <tr> <th>CRITERIA</th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>Price</td><td>80</td></tr> <tr> <td>HDI</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100 points</td></tr> </tbody> </table>		CRITERIA	POINTS	Price	80	HDI	20	TOTAL	100 points
CRITERIA	POINTS								
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<table border="1"> <thead> <tr> <th>Specific goals</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Historically Disadvantaged individual (HDI)</td><td></td></tr> <tr> <td>1) Enterprises with ownership of 51% or more by person/s who are black person/s.</td><td>10</td></tr> </tbody> </table>		Specific goals	Points	Historically Disadvantaged individual (HDI)		1) Enterprises with ownership of 51% or more by person/s who are black person/s.	10		
Specific goals	Points								
Historically Disadvantaged individual (HDI)									
1) Enterprises with ownership of 51% or more by person/s who are black person/s.	10								

	2) Enterprises with ownership of 51% or more by person/s who are women	5
	3) Enterprises with ownership of 51% or more by person/s who are youth	3
	4) Enterprise with ownership of 51% or more by person/s with disability	2
	5) Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/s who are women or less than 51% by person/s who are youth or less than 51% by person/s with disability	0
	Total	20
	TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE SUPPORTING INFORMATION (PROOF) THAT IS RELEVANT TO THE SPECIFIC GOALS. Proof of specific goal claims (HDI ownership) is listed as returnable documents: - Fully Completed & Signed SBD 6.1 - CIPC documents - BBBEE Certificate/ QSE/ EME Affidavit - National Treasury Central Supplier Database copy (CSD)	
C.3.12	Insurance provided by the employer Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.	
C.3.13	C.3.13 Acceptance of tender offer Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; - has the legal capacity to enter into the contract; - is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; - complies with the legal requirements, if any, stated in the tender data; and - is able, in the opinion of the employer, to perform the contract free of conflicts of interest.	

T1.3 Standard Conditions of Tender (Annex C of CIDB SFU)

C.1 General

C.1.1 Actions

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

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

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

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

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system. This system is not Applicable

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. - **Not Applicable**

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

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

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

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

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

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

C.2.16 Tender offer validity

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

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until ten (10) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system. Not Applicable

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;

- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Documents

T2: List of Returnable Documents and Schedules

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) Grade 5 GB or Higher	
	Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
	CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
	Authority for Joint Ventures (<i>where applicable</i>)	
	Fully completed Annexure A Table (a) -Schedule of the Tenderer's Proposed Key Personnel related to this Project	
	Fully completed Annexure A Table (b) -Client Reference Letters of Previous Projects Completed	
	Fully completed SBD 1, SBD 3.1, SBD 4, SBD 6.1 & Local Annexures C, D & E	
	Public Liability Insurance R5mil or above	
2	Other documents required only for tender evaluation purposes	
	CV's and certified copies of Qualification Certificates and other supporting documents for Key Personnel.	
	Project Plan/Program	
	Organizational Organogram	
3	Returnable Schedules & Documents required for tender evaluation purposes that will be incorporated into the contract	
	Central Supplier Database (CSD) proof of registration.	
	B-BBEE Verification Certificate and B-BBEE Report OR Sworn Affidavit	
	SARS Pin issued by the South African Revenue Services.	
	Bank Letter: Letter of Good Standing from Bidder's Bank, preferably with bank rating for tender sum.	
	Form of Offer and Acceptance	
	Bill of Quantities	

FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE

1. Bidders must submit Vendor Number Registration with Central Supplier Database
2. Failure to submit the Vendor Number Registration with Central Supplier Database may result with the bidder being disqualified.

ENTITY NAME

**VENDOR NUMBER
REGISTRATION**

NAME

**SIGNATURE OF
BIDDER**

DATE

**CAPACITY UNDER WHICH
BID IS SIGNED**

FORM C: TAX COMPLIANCE

CONDITIONS PERTAINING TO TAX

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.
2. Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.
3. The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.
4. Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the Legal Aid SA to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system. Failure to submit the PIN may result in the bid being disqualified.

Full name of bidder:	Electronic Tax Compliance Status System PIN No:

NAME:

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH BID IS SIGNED

SBD2 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

FORM H: OHS ACT DECLARATION AND SUBMISSION

The Bidder declares him/herself/herself to be conversant with the following:

1. All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
 - i) Section 8: General duties of Employers to their employees
 - ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
 - iii) Section 13: Duty to Inform
 - iv) Section 37: Acts or omissions by employees or mandatories
 - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
2. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.
3. Legal Aid South Africa's Project Specification and Specification for Occupational Health and Safety, including all the Annexures.

The Bidder declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS requirements should he be awarded the contract.

Signature _____
Name _____
Capacity _____
Date _____
Bidder _____

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

Note: This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

.....

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

By the representative of the Tenderer, deemed to be duly authorised, 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 SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

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

.....

..... Rand (in words); R (In figures).

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

Signatures (s)		
Names (s)		
Capacity		
For the tenderer		
	(Name and address of tenderer/organisation)	
Name and signature of witness		Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement Unless the Employer chooses to make a partial award, the agreement amount will correspond to that partial award.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signatures (s)		
Names (s)		
Capacity		
For the tenderer		
	(Name and address of employer)	
Name and signature of witness		Date

Schedule of Deviations

Notes:

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

1 Subject	
Details	
	
	
	
2 Subject	
Details	
	
	
	
3 Subject	
Details	
	
	
	
4 Subject	
Details	
	
	

By the duly authorised representatives signing this Schedule of Deviations, 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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____ Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____ Date _____

CONFIRMATION OF RECEIPT

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

The [day]

of [month]

20 [year]

at [place]

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number GQEBERHA/50/2026
Closing Time 11h00 AM	Closing date: 03 November 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO.
** (ALL APPLICABLE TAXES INCLUDED)			

-
- Required by:
- At:
- Does the offer comply with the specification(s)? *YES/NO:
- If not to specification, indicate deviation(s):
- Period required for delivery:
- *Delivery: Firm/not firm:
- Delivery basis:

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

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

C1.2 CONTRACT DATA

PROJECT TITLE:		
TENDER BID NUMBER:		
C.1.2 Contract Data		
In the event of a contract being awarded as a result of qualifying as per the required functionality, the Conditions of Contract will be under the JBCC Series published by the Joint Building Contracts Committee, to best suit the scope of works. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057- 3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051- 4474909; 011-4860684; 053-8312003;) The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement. CONDITIONS OF CONTRACT The conditions of contract applicable to this contract shall be the Joint Building Contracts Committee (JBCC), Edition 6.2 (May 2018). Should there be any contradicting conditions/statements between these Conditions of Contract and any other part of the documents/specifications, the Principal Agent on behalf of Legal Aid SA will give clarity on which version applies to this contract. Tenderers, contractors and subcontractors shall obtain their own copies of the document of the JBCC Edition 6.2 May 2018, for tendering purposes and for use for contracting for the duration of the contract from the Association of South African Quantity Surveyors For all specified brands, the contractor on site may provide to the Architect a product of the same quality and should it be approved by the Architect, may be used in the place of the specifications in the document. Should there be any contradicting conditions/statements between these Contractual requirements, ie, the JBCC, and any other part of the tender documents/specifications, including that of Client requirements; Client requirements will take preference. No claims will be considered attributable to the contradicting conditions/statements.		
Part 1: Data provided by the Employer		
Contractual Variations and additions to the conditions of contract		
CLAUSE NO	CLAUSE	VARIATION / ADDITION
6.1	Employers Agents	Delete "warrants" and replace with "confirms"
6.6	Employers Agents	Delete clause
9.1	Indemnities	Add sub-clause:

		9.1.4: "Physical loss or damage to an existing structure or property which is caused as a result of the contractor's negligence and/or misconduct. Should such event occur, the contractor shall notify the employer and/or the Principal Agent. "
10 & 11	Insurances and Securities	The contractor shall be responsible for all insurances and risk
11.1	Securities	The contractor will provide both the construction guarantee and 10% of the contract sum will be deducted from the contractor's payment certificates as per clause 11.1.2.
11.5	Securities	The employer will not be providing any payment guarantee for works or provide any kind of security whatsoever.
14	Nominated subcontractors	All Nominated sub-contractors will be provided by the employer before appointment
25.5	Payment	Materials and goods off-site shall NOT be included in the amount certified and shall not be paid by the client
25.10	Payment	Replace clause with: "The employer shall pay the contractor the amount certified in an issued payment certificate within 1 calendar month of the day of issue of the payment certificate"
25.10	Payment	The employer will not be paying any "default Interest" on late accounts.
25.12	Payment	Delete clause
CONTRACT DATA		
1.	The documentation required before commencement with Works execution are	• Health and Safety Plan • Works programme and Cash Flow • Organogram • Security and insurances required • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid • A certified copy of Unemployment Insurance Certificate, Act of 1996 • Quality Plan
2.	The time to submit the documentation required from the Commencement Date is:	28 days

3.	The non-working days are:	None
4.	The special non-working days are:	The customary approximately 3week long construction industry break during December and January of each year Statutory public holidays
5.	Non-working Times.	Unless approved by the engineer, no work will be permitted before • 07:00 in the morning and after • 17:00 in the afternoon.
6.	Penalty for failing to complete the Works is:	R4 000.00 per calendar day or part thereof
7.	Type of security for due performance	Guarantee from an approved financial institution or Cash
8.	Liability of performance guarantee/cash deposit	10% of the Contract Sum
9.	Retention money guarantee	Yes – 10% of the construction sum released at Practical Completion.
10.	Contractual Variations and additions to the conditions of contract: Additional considerations for scope of works - Scaffolding and Barricading of works	Contractual Variations and Contractors must take note that the erection, site storage, daily inspections, signing off and dismantling of the scaffolding must be done by the people trained and scaffolding inspector. All signed-off scaffolding (erection/dismantling/storage) must have the relevant tag in relation to the condition of the scaffolding in that particular moment. All barricades must be properly installed and visible both during the day and night, so as to allow maximum safety of the people working and visiting the premises. Contractor to inspect the Legal Aid SA premises prior to pricing in the Bills of Quantities for both scaffolding and barricading, as bidders will not have the opportunity to reprice for these items post appointment On-site storage needs to be approved by Legal Aid SA.

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-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data						
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:						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <tr> <th>Type of Security</th><th>Contractor's choice Indicate "Yes" or "No"</th></tr> <tr> <td>Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td><td></td></tr> </table>	Type of Security	Contractor's choice Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.		Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	
Type of Security	Contractor's choice Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
6.5.1.2.3	The percentage allowance to cover overhead charges is%.						

C1.3 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledge that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory: (2)

4.5 CONTRACTUAL IMPLICATIONS:

After awarding the Tender, this proposal together with its Tender terms, Conditions and Specifications will constitute a binding contract between Legal Aid SA and the successful bidder. The successful bidder will assume total responsibility, regardless of any third party or subcontracting agreements it may enter into. Legal Aid SA has the right not to award the tender.

4.6 CONDITIONS OF PAYMENT:

Legal Aid SA will approve all project plans and projected project activity costs. No project activity will be delivered to Legal Aid SA before an official order has been issued to the supplier and delivery will be within the specified time scale after the receipt of the official order.

4.7 QUALITY ASSURANCE:

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

4.8 INTELLECTUAL PROPERTY RIGHTS:

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this proposal and its assignments will vest in and are hereby transferred to Legal Aid SA, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

For this purpose, only, all works created in terms of this proposal and the assignments thereof will be deemed to have been created under the control and direction of Legal Aid SA.

4.9 DISBURSEMENTS, TRAVEL AND SUBSISTENCE:

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Legal Aid SA has been obtained in respect of such expenditure.

Any authorised disbursements will be refunded at the reasonable and actual cost determined by Legal Aid SA.

Any expenditure incurred by the successful bidder in respect of authorised travel for the project will be refunded in accordance with the Legal Aid SA travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorised disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometers traveled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Legal Aid SA.

4.10. AWARDING OF CONTRACT:

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations.

By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has bid. Any work performed by a successful bidder will be evaluated against these criteria.

The bidder also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties.

The tender may be awarded, in part or in full, at the sole discretion of Legal Aid SA, to one or more concerns on a non-exclusive basis.

Proposals/tenders that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal.

Legal Aid SA may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. Legal Aid SA may also request a demonstration, and bidders must comply with such a request within 24 hours.

GENERAL CONDITIONS OF BID

Enquiries

Supply Chain queries

Name: Mabje Nkadimeng
Telephone Number: +27 11 877 2000
Email address: MabjeN@legal-aid.co.za

Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of 90 days counted from the bid closing date.

Instructions on submission of Bids

- All bids must be submitted in both soft copy (USB) and hard copy. If there are any discrepancies between the two copies, the hard copy shall supersede.
 - The bid document must be placed in the bid box at the Main Reception area of the Legal Aid SA House, 29 De Beer Street, Braamfontein, Johannesburg, 2017 by no later than 11:00 am on **03 November 2026**.
 - Bids must be submitted in the prescribed response format, herein reflected as Response Format.
 - No bid response received by telegram, telex, email, facsimile or similar medium will be considered.
 - Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is Legal Aid SA's policy not to consider late bids for tender evaluation.**
 - Should there be amended bids, these should be sent in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing time **11:00 am on 03 November 2026**.
-

BID CONDITIONS

- Bidders may be requested to attend a meeting where they will be given the opportunity to present their proposal to the bid evaluation committee.
- Bids must be submitted in line with any attached annexures and detailed specifications. Failure to bid accordingly shall invalidate the bid.
- The successful bidder will be required to comply with the Occupational Health and Safety Act 85 of 1993 and Regulations, and the Compensation for Occupational Injuries and Diseases Act 130 of 1993 and applicable legislation. This will include the provision of a Site Health and Safety File with all relevant documentation which will only be required upon appointment. Adherence is to be maintained throughout the duration of the project.

- The bidder is to also have contractors' all-risk insurance amounting to the value of the contract. This will only be required upon appointment and will be a condition before commencement of any work on-site.
- In addition to the objective evaluation criteria outlined in this tender document, the Legal Aid SA reserves the right to apply subjective assessment criteria during the evaluation process where necessary. Such criteria may include considerations relating to the bidder's demonstrated capacity, technical capability, reliability, past performance, and ability to deliver the required services within the specified timeframes and quality standards.
- Prior to the final appointment, all necessary due diligence processes will be conducted to verify the bidder's compliance, capacity and capability to undertake the scope of work. This may include, but is not limited to:
 - Verification of statutory and regulatory compliance
 - Review of relevant certifications and registrations
 - Assessment of previous project performance and experience
 - Evaluation of financial standing and operational capacity
 - Reference checks and/or referee site visits
 - Confirmation of resources, personnel, and equipment required to execute the work
- Legal Ad SA reserves the right to request additional information or clarification from bidders where required and to consider the outcomes of the due diligence process when making the final award decision.
- Legal Aid SA reserves the right to award the bid to one or more service providers. Where multiple service providers are appointed, work will be allocated based on the scope of work, bidder ranking, technical capability, available capacity, specialist expertise, project timelines, and value for money considerations. The allocation of work shall be determined at the sole discretion of Legal Aid South Africa and shall be communicated to successful bidders at award stage.
- Legal Aid SA reserves the right to award the bid in whole or only partially.
- Where a specific brand name, trade name, catalogue number, manufacturer, or product reference is stated in the specification, it is provided solely for the purpose of indicating the required standard of quality, functionality, performance, compatibility, and/or design.
- Bidders may offer products that are similar or equivalent to the specified brand, provided that the proposed alternative meets or exceeds all the technical, functional, operational, quality, safety, and performance requirements of the specification.
- The bidder shall clearly identify any proposed equivalent product and submit sufficient supporting documentation, including technical specifications, brochures, test certificates, and any other information requested by the Purchaser, to demonstrate equivalency.
- The General Conditions of Contract as stipulated by the National Treasury and the agreement is to be JBCC Principal Building Agreement by the Joint Building Contracts Committee Inc. Edition 6.2 - May 2018) will be applicable.
- Bidders must ensure that forms SBD 1, SBD 3.1, SBD 4 and SBD 6.1 are fully completed and signed –
- Bidders must provide proof of their registration on the National Treasury's Central Supplier Database, if not yet registered use the following link to register: <https://secure.csd.gov.za>

- Legal Aid SA reserves the right, before the expiry of the original bid validity period, to request bidders in writing to extend the validity period of their bids for a specified additional period.
- **Legal Aid South Africa may request, in writing, to extend the validity period of their bids where additional time is required to complete the evaluation, adjudication and approval processes.**
- The extension of bid validity shall not, in itself, confer any right upon a bidder to amend its submitted bid price, technical proposal, or any other aspect of its original bid, unless expressly permitted by the Legal Aid SA in writing in accordance with applicable legislation and the Legal Aid SA's Supply Chain Management policies.

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except

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

to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmax =

Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender: Historically Disadvantaged individual (HDI)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s.	N/A	10	N/A	
Enterprises with ownership of 51% or more by person/s who are women	N/A	5	N/A	
Enterprises with ownership of 51% or more by person/s who are youth	N/A	3	N/A	
Enterprise with ownership of 51% or more by person/s with disability	N/A	2	N/A	
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/s who are women or less than 51% by person/s who are youth or less than 51% by person/s with disability	N/A	0	N/A	
Total points		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that: i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment clauses of the COLTO (1998)/SANS 1200 Standardised Specifications, as well as the Particular Specifications, shall be deemed to form part of and included in the pricing instructions.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	
meganewton					
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
l	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The Bill of Quantities has been drawn up in accordance with the latest issue of the COLTO (1998)/SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specifications.

NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

1.2. Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

1.3. All additional costs associated the bidder's offer must be clearly specified and included in the Total Bid Price.

1.4.

Is the proposed bid price linked to the exchange rate?	Yes	No
<i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i>		

6.5.

Payments will be linked to specified deliverables after such deliverables have been approved by Legal Aid SA. Payments will be made within 30 days from receipt of the invoice.	Comply	Not Comply

6.6

Legal Aid SA reserves the right to consider the guidelines on consultancy rates as set out in the National Treasury Instruction No. 1 of 2024/2025: Cost Containment Measures . The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures. You can verify the official documentation on the National Treasury Office of the Chief Procurement Officer portal
Substantiate / Comments

Local Content for Designated Sectors

The Contractor shall comply with all applicable local production and local content requirements prescribed by the Department of Trade, Industry and Competition (the DTIC) and National Treasury for designated products incorporated into the refurbishment works. Where designated products are specified or required as part of this project, the Contractor shall procure such products in accordance with the applicable minimum local content threshold and shall provide all prescribed local content declarations, supporting schedules and evidence required for verification. The applicable requirements shall be determined with reference to the relevant designation, Instruction Note, SANS 1286:2017 and the applicable procurement legislation and directives in force at the time of the tender.

Designated products potentially applicable:

No.	Designated product	Potential application in office refurbishment	Minimum local content
1	Office furniture	Desks, workstations, office chairs, boardroom tables, credenzas, reception counters, filing/storage units and other office furniture	85%
2	Steel products and components for construction	Structural steel, steel frames, steel doors/frames where falling within the designation, fabricated steelwork, roof/cladding components, reinforcing steel and other applicable steel construction components	100%
3	Electrical and telecommunications cables	Power cables, electrical wiring/cabling and applicable telecommunications cables forming part of the refurbishment	90%
4	Plastic pipes and fittings	PVC, HDPE, polypropylene and other applicable plastic piping/fittings for plumbing, drainage or related services	100%
5	Cement	Cement used in concrete, screeds, mortar and other applicable construction activities	100%
6	Steel conveyance pipes / applicable pipe products	Applicable steel pipes, fittings and specials where included in the plumbing, fire or other building-services works	Applicable threshold – verify against the specific product/designation
7	Other designated products	Any additional designated product identified in the final scope, BOQ or specifications	As prescribed by the applicable designation

The Local Content documentation and prescribed schedules have been included as **Annexure B: Local Content** to this tender document. The Bidder shall fully complete, sign and submit all applicable sections of Annexure E, together with the required supporting documentation, as part of its tender submission. Failure to complete and submit the applicable Local Content schedules may render the bid non-responsive where such documentation is a mandatory tender requirement.

C2.2 BILL OF QUANTITIES

Details bill of quantities is attached as **Annexure C**.

NOTE TO BIDDERS:

- The Bill of Quantities form part of and must be read in conjunction with the entire bid document.
- Prices must be quoted in South African Currency (Rands).
- Prices must include for all costs (material, labour, transport etc).
- Only firm prices will be accepted. non-firm prices (including prices subject to rates of exchange variations) will not be considered
- Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- Bidders are hereby advised that any bid that is not priced strictly in accordance with the Bill of Quantities (BoQ) provided will be deemed non-responsive and will be disqualified from further evaluation.

Bidders must ensure that all items in the BoQ are priced and that no alterations, omissions, or deviations are made unless explicitly instructed.

Failure to comply with this requirement will result in immediate disqualification.

C3. SCOPE OF WORKS

1. Purpose

Request for submission of proposals for the TBC at 1 Uitenhage Road, Eastern Cape, Provincial office in Gqeberha.

2. Overview

Legal Aid South Africa is an independent statutory body established by the Legal Aid Act, 1969 (Act 22 of 1969), replaced by the Legal Aid South Africa Act 39 of 2014. Its aim is to render legal aid to indigent persons as widely as possible within its financial means, including providing legal representation and advice at state expense as contemplated in the Constitution. Legal Aid South Africa is a high-performance organisation delivering its constitutional mandate to provide legal assistance to the indigent and vulnerable.

Legal Aid SA hereby invites suitably qualified and reputable service providers to submit proposals for the provision of construction services for the refurbishment and alterations to accommodate the Eastern Cape Provincial Office (ECPO), Including Associated Improvement Works at the Gqeberha Local Office.

Legal Aid SA Office Building Structure:

- The offices of Legal Aid SA are situated at: 1 Uitenhage Road Gqeberha Local Office.
- The building is occupied by an approximate total of 90 occupants at any one time
- The building consists of 2 floors (including the ground floor)

3. Scope of Work

Summary of Scope of Work: Request for Proposal for The Provision of Construction Services for The Refurbishment and Alterations to Accommodate The Eastern Cape Provincial Office (ECPO), Including Associated Improvement Works At The Gqeberha Local Office

Suitably qualified and competent contractor are invited to submit a cost-effective proposal for the provision of construction services for the refurbishment and alterations to accommodate the Eastern Cape Provincial Office (ECPO), Including Associated Improvement Works at the Gqeberha Local Office.

The objective of the project is to modernise and upgrade the facility to ensure it is fully functional, compliant with all relevant regulations, energy-efficient, and aligned with Legal Aid South Africa's corporate standards.

All refurbishment works must be delivered within the approved budget while maintaining the highest standards of quality, regulatory compliance, and operational functionality.

The refurbishment works include, but are not limited to, the following:

- **General Alterations:** Demolition, site preparation, temporary works, and making good.
- **Masonry:** Construction and modification of brick/block walls, including structural supports.

- **Carpentry & Joinery:** Installation of doors, frames, cabinetry, trims, and other timber elements.
- **Ceilings, Partitions & Access Flooring:** Installation of suspended ceilings, drywall partitions, and raised flooring systems.
- **Floor Coverings:** Supply and install vinyl and carpet.
- **Ironmongery:** Fitting of all door and window hardware, including locks, handles, and accessories.
- **Plastering:** Internal and external plaster finishes, including repairs and surface preparation.
- **Tiling:** Wall and floor tiling in wet and service areas, including waterproofing and grouting.
- **Plumbing & Drainage:** Installation and alteration of water supply, drainage systems, and sanitary fittings.
- **Paintwork:** Full preparation and application of internal paint finishes.
- **Aluminium Shopfronts, Louvres & Windows:** Installation of aluminium-framed windows, glazed shopfronts, louvre vents, and associated fittings.
- **IT and data infrastructure:** Installation or upgrading of structured cabling, server rooms, and network points.
- **Safety and security enhancements:** Improvements to fire detection and suppression systems, emergency exits, CCTV, access control, and alarm systems.
- **External works:** Façade improvements, waterproofing, signage, landscaping, and parking area enhancements where applicable.
- **Furniture and fittings:** Provision of modern office furniture, storage solutions, and other fittings in line with Legal Aid SA standards.
- **Built-in Cupboards (BICs):** Custom manufacturing and installation of BICs for offices and utility spaces.
- **Accessibility upgrades:** Modifications to ensure universal access for people with disabilities, including ramps, accessible toilets, and signage.
- **Electrical Installations:** Power distribution, lighting, plug points, cable routing, DB boards, and compliance with SANS regulations.
- **Electronic Installations:** Data, voice, access control, CCTV, and other low-voltage systems.
- **Mechanical Installations:** Installation or alteration of HVAC systems, ventilation, and air circulation equipment.
- **Fire Services:** Installation of hydrant, signage, hose reels, and fire extinguishers to comply with fire codes.

Architectural Plans will only be made available to bidders who attend the compulsory briefing meeting.

Specifications have been attached in the document as **Annexure D: Part 1 & Part 2**

NORMS AND STANDARDS:

All material, equipment and furniture shall be of A class finish and the following standards in line with Legal Aid SA's corporate identity (i.e. look and feel) and these would be shared with the successful bidder as part of the design briefing.

PROJECT TIMELINES

The appointed service provider will be required to start immediately after appointment. The project is envisaged to be completed within three (3) months after award.

COMPETENCIES / EXPERIENCE REQUIRED

The successful bidder must provide the following professional expertise and services (but not limited to):

- **Construction Teams:** CIDB-registered contractor and skilled tradesmen
- **Specialist Installers:** Certified technicians
- **Compliance:** Familiarity with building regulations, health and safety legislation, and local authority approvals.

OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

The awarded bidder will be required to submit or hand in a Safety File and Plan on appointment; particular attention must be given to adherence to all OHS regulations

Bidders need to take note of the requirements of the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and have allowed for all costs in compliance in addition to that.

The Client's or its Agent shall, as the contract meets the requirements laid down in Construction Regulations 3, prior to commencement of the works, apply to the Department of Employment and Labour for a Permit to do Construction Work. A copy shall be kept on the OH&S file and the construction work permit number shall be displayed at the entrance to the Construction Site.

No Construction activities may take place before Permit has been issued by the Department of Employment and Labour.

Refer to **Annexure E for Occupational Health and Safety Specifications**.

C4: SITE INFORMATION

C4.1 The works will be undertaken at the existing Legal Aid SA Gqeberha Local Office situated at 1 Uitenhage Road, Gqeberha. The building is a fully operational office environment and will remain occupied and accessible to employees, visitors and members of the public throughout the construction period.

The Contractor shall therefore take full cognisance of the operational nature of the premises and ensure that the works are planned and executed without interrupting the continued provision of services, while maintaining appropriate health, safety and security measures for all occupants, visitors and members of the public.

Information about the *site* at the time of tender which may affect the work in this contract

Legal Aid SA Office Building Structure

- The offices of Legal Aid SA are situated at 1 Uitenhage Road, Gqeberha Local Office.
- The building accommodates approximately 90 occupants at any one time.
- The building consists of two (2) floors, including the ground floor.
- The office is an active and fully operational workplace and will remain open throughout the construction period.
- Employees, visitors and members of the public may be present on the premises during normal operating hours of 07:30 to 16:00.
- The provision of services during these hours shall not be stopped or suspended due to the construction works.
- The Contractor shall plan and execute the works to minimise disruption to the normal operations of the Office.
- Existing building plans have been provided as part of the tender documentation. The Contractor shall familiarise themselves with these plans and verify existing site conditions, dimensions and services before commencing works.
- The works include external works and associated earthworks, which shall be appropriately planned, secured and managed to protect employees, visitors and members of the public.
- Works may be undertaken during normal working hours, provided that appropriate measures are implemented to protect the health and safety of employees, visitors, members of the public and construction personnel.
- Night work may also be undertaken, where required by the Contractor's programme, subject to compliance with all applicable legislation, health and safety requirements and site controls.
- There will be no specific limitations on the Contractor's working hours, provided that the Office remains operational and all applicable health, safety, security and statutory requirements are complied with.