



**APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROVISION AND INSTALLATION OF PERIMETER
FENCING FOR OLIVE SCHREINER HOUSE MUSEUM**

IN

NXUBA

RFQ NO. 2-2025/26

Consisting of:

Volume 1: The Bid (Returnable) This document

Volume 2: The Contract – Separate document

PREPARED FOR:

**Amazwi South African Museum of
Literature
25A Worcester Street
MAKHANDA
6139**

PREPARED BY:

**BTKM Quantity Surveyors EC (Pty)
Ltd
84 Cape Road
Mill Park
GQEBERHA
6001**

NAME OF BIDDER:

OFFER:.....

FEBRUARY 2026

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THE TENDER (Volume 1)

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T.1: TENDER NOTICE

A. BID INVITATION

Bids are hereby invited for tender: **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCING AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA.**

It is required that tenderers should have a CIDB contractor grading designation of 2SQ or higher.

Tender documents will be available on National Treasury's tender portal (<http://www.etenders.gov.za>) from 09 February 2026.

A compulsory bid clarification meeting with representatives of the Employer will be held on 17 February 2026 from **11H00 – 12H00** at Olive Schreiner House Museum in Nxuba and prospective tenderers are required to attend this briefing meeting.

NB: In case of Joint Venture or Consortia, the lead entity must attend clarification meeting.

B. BID EVALUATION

This bid will be evaluated in two phase process as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions

Phase Two: Preferential Procurement Policy Framework Act (PPPFA) and Preferential Procurement Regulations 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for specific goals	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications and other bid conditions and rules are detailed in the bid document.

D. TENDER SUBMISSIONS:

Completed tender documents in a sealed envelope endorsed "**RFQ NO. 2-2025/26: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCING AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA**", are to be delivered to offices of Amazwi South African Museum of Literature, 25A Worcester Street, Makhanda, 6139 not later than 11:00 on Friday, **24 February 2026**, when tenders will be opened in public.

E. ENQUIRIES:

ENQUIRIES WITH REGARD TO THIS BID DOCUMENT MAY BE DIRECTED TO:
Bidding Procedure enquiries: scm@amazwi.museum

T1.1a: NOTICE AND INVITATION TO TENDER

AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE INVITES TENDERERS FOR THE PROVISION OF:

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA		
RFQ No:	2-2025/26	Closing date:	24 February 2026
Closing time:	11:00	Validity period:	120 Days

Tenderers must have a CIDB contractor grading of **2SQ** or higher.

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

☒	Proof of CIDB Grading. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2SQ or higher class of construction work, are eligible to submit tenders.
☒	Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB in the GB class of work; 2. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2SQ or higher class of construction work. The lead partner should have the higher grading; 3. They have a signed joint venture agreement; 4. A consolidated BBB-EE certificate must be submitted in order to qualify for points.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
☒	Submission of applicable (T2.2b): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
☒	Submission of (SBD 4): Declaration of Interest.

☒	Submission of other compulsory returnable schedules / documents as per List of Returnable Schedules (T2.1)
☒	Bidders must register on the Centralised Supplier Database (CSD) prior to submitting bids. Any prospective bidder found to have tax matters not in order with SARS during the evaluation process will be given seven (7) working days to rectify their tax matters, failure to do so within the stipulated time frame will result in bidder being eliminated and not considered further.
☒	Submission of SARS PIN (TCS)
☒	Submission of a CIPC (CIPRO) Certificate

☒ 80/20 Preference point scoring system	☐ 90/10 Preference point scoring system
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Preference point scoring system will be broken down as follows:

Preference:		Price:	
Specific Goals:	20 Points	Price:	80 Points
Total must equal:	20 Points	Total must equal:	80 Points

1. COLLECTION OF TENDER DOCUMENTS:

- ☒ Bid documents will be available from E-tender portal (<http://etenders.gov.za>) at no cost.

2. BID CLARIFICATION MEETING:

- ☒ A **compulsory** bid clarification meeting will take place on **17 February 2026** at **11H00** at Olive Schreiner House Museum in Nxuba.

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

Technical Enquiries	Ms L Majavu	E-mail:	scm@amazwi.museum
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4. DEPOSIT / RETURN OF TENDER DOCUMENTS:

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

TENDER DOCUMENTS MAY BE POSTED TO:	OR	DEPOSITED IN THE TENDER BOX AT:
N/A		Amazwi South African Museum of Literature 25A Worcester Street, Makhanda, 6139

T1.1b - SBD1
PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE					
BID NUMBER:	2-2025/26	CLOSING DATE:	24 February 2026	CLOSING TIME:	11H00
ISSUE DATE:	9 February 2026				
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
Emailed to: Technical:	scm@amazwi.museum		SCM:	scm@amazwi.museum	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Lumka Majavu				
TELEPHONE NUMBER	(046) 622 7042				
E-MAIL ADDRESS	Technical: scm@amazwi.museum		SCM:	scm@amazwi.museum	
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 SCORE POINTS FOR B-BBEE]					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
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.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. RFQ DOCUMENTS WILL BE AVAILABLE FROM E-TENDER PORTAL (<http://.etenders.gov.za>).
- 1.2. BIDS MUST BE SUBMITTED IN THE TENDER BOX AT AMAZWI SOUTH AFRICA MUSEUM OF LITERATURE, 25A WORCESTER STREET, MAKHANDA ON THE 24 FEBRUARY 2026 NOT LATER THAN 11:00 AM. TELEPHONIC, FACSIMILE, ELECTRONIC AND LATE TENDERS WILL NOT BE ACCEPTED.
- 1.3. BID DOCUMENTS ARE FREE OF CHARGE.
- 1.4. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).**
- 1.6. **THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.**

2. TAX COMPLIANCE REQUIREMENTS

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

T1.2: TENDER DATA

Clause number																																																			
	The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement of 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.																																																		
C.1.1	The employer is: Amazwi South African Museum of Literature																																																		
C.1.2	The tender documents issued by the employer comprise: THE TENDER (Volume 1) Part 1: Tendering Procedures T1.1 Tender notice T1.1a Notice and Invitation to tender T1.1b SBD1 Part A, Invitation to bid T1.2 Tender data Part 2: Agreement and Contract Data C1.1 Form of offer and acceptance C1.1a Final summary of C2.2: Bills of Quantities C1.1b Standard conditions of tender C1.2 Contract data C1.3 Fixed construction guarantee Part 3: Returnable Schedules/Documents Only Respondents who satisfy the following Pre-Qualification Criteria will be considered for next stage of the evaluation: T2.1 List of returnable schedules / documents T2.2 Returnable schedules / documents: <table border="1"> <tr><td>T.1.1b</td><td>SBD 1</td></tr> <tr><td>T2.2a</td><td>Resolution for signatory</td></tr> <tr><td>T2.2b</td><td>Resolution of board of directors to enter into consortia or joint ventures</td></tr> <tr><td>T2.2c</td><td>Schedule of proposed subcontractors</td></tr> <tr><td>T2.2d</td><td>Site Inspection certificate</td></tr> <tr><td>SBD 4</td><td>Declaration of interest</td></tr> <tr><td>SBD 6.1</td><td>Preference points claim form</td></tr> <tr><td>SBD 7.1</td><td>Contract Form - Purchase of Goods/Works</td></tr> <tr><td>SDB 8</td><td>Declaration of bidder's past supply chain management practices</td></tr> <tr><td>SDB 9</td><td>Certificate of independent bid determination</td></tr> <tr><td>T2.2e</td><td>CIDB grading certificate: 2SQ or higher</td></tr> <tr><td>T2.2f</td><td>Proof of 4 successful projects references</td></tr> <tr><td>T2.2g</td><td>Project Execution Plan (PEP) / Construction Programme</td></tr> <tr><td>T2.2h</td><td>CIPC company registration certificate</td></tr> <tr><td>T2.2i</td><td>Copies of Directors' ID documents</td></tr> <tr><td>T2.2j</td><td>Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath</td></tr> <tr><td>T2.2k</td><td>Letter from the doctor for People with Disabilities</td></tr> <tr><td>T2.2l</td><td>Municipal account registered in the name of the tenderer; or A valid lease agreement; or An affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.</td></tr> <tr><td>T2.2m</td><td>Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin</td></tr> <tr><td>T2.2n</td><td>CSD report / CSD reference number</td></tr> <tr><td>T2.2o</td><td>Record of addenda to tender documents</td></tr> <tr><td>T2.2p</td><td>Schedule of plant & equipment</td></tr> <tr><td>T2.2q</td><td>Compulsory enterprise questionnaire</td></tr> <tr><td>T2.2r</td><td>Additional particulars concerning Bidders</td></tr> <tr><td>T2.2s</td><td>Other Certificates</td></tr> </table>	T.1.1b	SBD 1	T2.2a	Resolution for signatory	T2.2b	Resolution of board of directors to enter into consortia or joint ventures	T2.2c	Schedule of proposed subcontractors	T2.2d	Site Inspection certificate	SBD 4	Declaration of interest	SBD 6.1	Preference points claim form	SBD 7.1	Contract Form - Purchase of Goods/Works	SDB 8	Declaration of bidder's past supply chain management practices	SDB 9	Certificate of independent bid determination	T2.2e	CIDB grading certificate: 2SQ or higher	T2.2f	Proof of 4 successful projects references	T2.2g	Project Execution Plan (PEP) / Construction Programme	T2.2h	CIPC company registration certificate	T2.2i	Copies of Directors' ID documents	T2.2j	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	T2.2k	Letter from the doctor for People with Disabilities	T2.2l	Municipal account registered in the name of the tenderer; or A valid lease agreement; or An affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.	T2.2m	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	T2.2n	CSD report / CSD reference number	T2.2o	Record of addenda to tender documents	T2.2p	Schedule of plant & equipment	T2.2q	Compulsory enterprise questionnaire	T2.2r	Additional particulars concerning Bidders	T2.2s	Other Certificates
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	THE CONTRACT (Volume 2) Part 1: Scope of Work C3.1 Scope of work C3.2 Contractor's reports Part 2: Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities comprising Section No 1: Preliminaries Section No 2: Fencing Section No 3: Provisional Sums Final Summary Part 3: Site information C4.1 Site information Part 4: Appendices C5 Locality Map C6 Layout Drawings										
C.1.4	The employer's agent is: <table border="1"> <tr> <td>Name:</td><td>BTKM Quantity Surveyors</td></tr> <tr> <td>Capacity:</td><td>Project Managers</td></tr> <tr> <td>Address:</td><td>84 Cape Road, Mill Park, Gqeberha</td></tr> <tr> <td>Tel:</td><td>(041) 373 9127</td></tr> <tr> <td>E-mail:</td><td>clements@btkmgroup.co.za</td></tr> </table>	Name:	BTKM Quantity Surveyors	Capacity:	Project Managers	Address:	84 Cape Road, Mill Park, Gqeberha	Tel:	(041) 373 9127	E-mail:	clements@btkmgroup.co.za
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Capacity:	Project Managers										
Address:	84 Cape Road, Mill Park, Gqeberha										
Tel:	(041) 373 9127										
E-mail:	clements@btkmgroup.co.za										
C.2.1	Only those tenderers who satisfy the following Eligibility/Minimum Criteria are eligible to submit tenders: CIDB registration: Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 2SQ class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 2SQ class of construction work; and - 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 2SQ class of construction work, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. - In the case of a joint venture between 2 or more firms, the tenderer shall attach a copy of the joint venture agreement signed by the parties.										
C.2.6	Acknowledge addenda The tenderer must confirm receipt of all addenda and communications received from the Employer or the Employer's agents by recording the date and title/details on the Record of Addenda to Tender Documents included in the Returnable Schedules, as confirmation that these addenda and communications have been taken into account in the tender offer.										
C.2.7	For particulars regarding the compulsory bid clarification meeting, see Tender Notice T1.1										
C.2.11	All documents must be completed and signed in black permanent ink. Correctional fluid shall not be used in the document.										
C.2.12	Alternative tender offers:										

	No alternative tender offers will be considered						
C.2.13.3	Submitting a tender offer: The tenderer shall submit the documentation contained and specified in Volume 2: Returnable Documents as an original, plus 0 copies. The 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.2.13.5 C.2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Amazwi South African Museum of Literature 25A Worcester Street Makhanda 6139 Identification details: RFQ No: 2-2025/26; APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA						
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.						
C.2.13.9 C.2.15	Telegraphic, telephonic, telex, facsimile, postal, emailed, electronic copy and late tenders will not be accepted.						
C.2.15	The closing time for submission of tender offers is as per Tender Notice (T1.1).						
C.2.16	The tender offer validity period is 120 (One Hundred and Twenty) days.						
C.2.17	Insert the following at the end of the last sentence: <i>".....elect to do so, provided that the competitive position of the preferred tenderer is not affected"</i> The clarification of a tender offer may also include providing the priced bills of quantities (Part C2.2: Bills of Quantities of Volume 2) within 5 (five) working days after being requested to do so by the employer, before acceptance of any tender.						
C.2.19	Access shall be provided for the following inspections, tests and analysis as may be required by the Employer: The Employer reserves the right to request access to the Tenderer's premises during working hours for inspection of equipment, plant and machinery listed in the Returnable Documents.						
C.2.20	Submit securities, bonds, policies, etc. Before the formation of a contract the Tenderer shall submit the required security where security as a construction guarantee has been selected in the Contract Data, within 21 calendar days of acceptance of the tender..						
C.2.23	Refer to List of Returnable Schedules / Documents (T2.1) for certificates, etc to be included in the tender submission.						
C.3.4	The time and location for opening of the tender offers are as per Tender Notice (T1.1).						
C.3.11	The procedure for the evaluation of responsive tenders is as follows: The 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50m including VAT: <table border="1" data-bbox="363 1877 1374 2047"> <tr> <td rowspan="2">A</td><td>The following formula shall be used to calculate the points for price:</td><td>Maximum No of Points</td></tr> <tr> <td>The calculation shall be based on the following formula:</td><td>80</td></tr> </table>		A	The following formula shall be used to calculate the points for price:	Maximum No of Points	The calculation shall be based on the following formula:	80
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	The calculation shall be based on the following formula:	80					

	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where: Ps = Points scored for price of tender under consideration; Pt = Price of tender under consideration; and Pmin = Price of lowest acceptable tender.																															
	<table border="1"> <tr> <td>B</td><td>Points to be awarded for specific goals:</td><td>No of Points</td></tr> <tr> <td></td><td>Historically Disadvantaged Persons</td><td></td></tr> <tr> <td></td><td>Promotion of enterprises with at least 51% women ownership</td><td>5</td></tr> <tr> <td></td><td>Promotion of enterprises owned by youth</td><td>5</td></tr> <tr> <td></td><td>Promotion of enterprises owned by People With Disabilities</td><td>5</td></tr> <tr> <td></td><td>Non-compliant</td><td>0</td></tr> <tr> <td></td><td>Locality</td><td></td></tr> <tr> <td></td><td>Locality – Registered within the boundaries of Sarah Baartman / Chris Hani District Municipalities</td><td>5</td></tr> <tr> <td></td><td>Locality – Registered within the boundaries of the Eastern Cape</td><td>3</td></tr> <tr> <td></td><td>Locality – No registered office in the Eastern Cape</td><td>2</td></tr> </table>	B	Points to be awarded for specific goals:	No of Points		Historically Disadvantaged Persons			Promotion of enterprises with at least 51% women ownership	5		Promotion of enterprises owned by youth	5		Promotion of enterprises owned by People With Disabilities	5		Non-compliant	0		Locality			Locality – Registered within the boundaries of Sarah Baartman / Chris Hani District Municipalities	5		Locality – Registered within the boundaries of the Eastern Cape	3		Locality – No registered office in the Eastern Cape	2	
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	A maximum of 20 points may be allocated in respect of tenderer's points claimed for specific goals. The points scored by the tenderer in respect of specific goals will be added to the points scored for price as calculated in accordance with the formula above.																															
C.3.13.1	In addition to the clauses in C3.13 tender offers will only be accepted by the Employer if: a) The tenderer submits a valid Tax Clearance Certificate issued by the South African Revenue Service; b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) The tenderer is registered on the National Treasury Central Supplier Database (CSD) d) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) The tenderer has not: • abused the Employer's Supply Chain Management System; or • failed to perform on any previous contract and has been given a written notice to this effect; f) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. g) The tenderer or any of its directors/shareholders is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. h) The Form of Offer and Acceptance is correctly completed and signed. i) The tenderer submits an acceptable letter of intent from an approved insurer undertaking to provide the construction guarantee to the format included in the Returnable Documents, where surety as a construction guarantee has been selected in the Contract Data. The tenderer complies with the experience requirements as per clause C.2.1																															
C.3.17	The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful tenderer.																															

C.3.18	The lowest or any offer will not necessarily be accepted by the employer – nor need reasons be given for such a decision.
C.4	Tenderers must take particular note of the following tender conditions: - Failure to complete all supplementary information and the RETUNABLE SCHEDULES will result in the tender being eliminated. - An original or valid certified copy of B-BBEE Certificate OR a Sworn Affidavit in terms of the amended BBBEE codes must be submitted in order to qualify for preference points for specific goals Failure to do so will result in zero points score for this goal. - In the case of a Joint Venture, the JV must submit a certified consolidated B-BBEE certificate in order to qualify for the preference points for B-BBEE goal. - The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards specific goals. - Copy of Company Registration Certificate with Registrar of Businesses needs to be submitted with the bid, including certified copies of ID's for Directors and Members. - Tenderers must submit a project specific Occupational Health and Safety Plan to be approved by the Client, within 21 days of being awarded the contract. - The tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act (PPPFA of 2000): - Preferential Procurement Regulations, 2022: The tenderer's attention is drawn to Form SBD 6.1 specific goals. - Tenderers must complete the Compulsory Enterprise Questionnaire (Form T2.2q). Failure to submit will render the tender non-responsive. In the case of a joint venture, all parties must complete or make separate copies or tenderer will be eliminated - Tender Form (Form C1.1: Form of Offer and Acceptance) that are incomplete or incorrectly completed will result in the elimination of the tender - The successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award - Bidder to supply all supplementary/clarification information in terms of the PPPFA may result in the tender being deemed an incomplete tender and shall not be considered for award. - All tenders shall remain valid for a period of 120 days after the tender closing date. - The lowest, or any tender will not necessarily be accepted. Telegraphic, telephonic, telefax, facsimile, e-mail and late tenders will not be considered - Prospective bidders must register on the Centralised Supplier Database (CSD) prior to submitting bids. Any prospective bidder found to have tax matters not in order with SARS during the evaluation process will be given seven (7) working days to rectify their tax matters, failure to do so within the stipulated time frame will result in bidder being eliminated and not considered further. - Tenders must submit proof of location by means of municipal billing clearance certificates or lease agreements
C.4.1	Miscellaneous Special Conditions of Contract A bid specification must, <i>inter alia</i>, include the following conditions as Special Conditions of Contract: 1. General (a) Only a tenderer who has completed and signed the declaration part of the <i>tender</i> documentation may be considered; (b) When <i>comparative prices</i> must be calculated, any discounts which have been offered unconditionally will be taken into account; (c) A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment to a tenderer in respect of an accepted <i>tender</i> is effected; (d) Points scored will be rounded off to the nearest 2 decimal places. (e) In the event that two or more <i>tenders</i> score equal total points, the successful <i>tender</i> will be the one scoring the highest number of preference points for specific goals (f) When <i>functionality</i> is part of the evaluation process and two or more tenders have scored equal points including equal preference points for specific goals, the successful <i>tender</i> will be the one scoring the highest score for <i>functionality</i>. (g) Should two or more <i>tenders</i> be equal in all respects; the award shall be decided by the drawing of lots.

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

RFQ NO: 2-2025/26 - APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA

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

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

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

.....

.....Rand (in words);

R(in figures) (or other suitable wording)

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

Signature(s) _____

Name(s) _____

Capacity _____

for the
tenderer _____

(Name and address of organization)

Name and
signature of
witness _____

Date _____

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

for the
employer _____

(Name and address of organization)

Name and
signature of
witness _____

_____ Date _____

SCHEDULE OF DEVIATIONS

Notes:

1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, 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 agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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



OLIVE SCHREINER MUSEUM
FENCING

Section No.		Page	Amount
	<u>FINAL SUMMARY</u>		
1	PRELIMINARIES	18	
2	FENCING	26	
3	PROVISIONAL SUMS	28	
	SubTotal excluding Value Added Tax		
	ADD VAT @ 15%:		
	Carried to Tender	R	
	FINAL SUMMARY		

CIDB Standard Conditions of Tender (August 2019 Edition)

As contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement, August 2019

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer 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, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

- a) 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
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.

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
 For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA
Reference number	RFQ: 2-2025/26
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Nxuba, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Nxuba Local Municipality in the Chris Hani District Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Amazwi South African Museum of Literature		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Mr. M. Mazibuko		
E-mail	m.mazibuko@amazwi.museum		
Mobile number		Telephone number	046 622 7042
Postal address	25A Worcester Street, Makhanda	Postal Code	6139
Physical address	25A Worcester Street, Makhanda	Postal Code	6139

A4.0 Principal Agent [1.1]

Name	Moffat Whitlock Architects		
Legal entity of above	Moffat Whitlock Architects	Contact person	P. Whitlock

Practice number		Telephone number	(049) 891 0998	
		Mobile number	082 782 3072	
Country	South Africa	E-mail		
Postal address	P.O Box 88, Graaff Reinet		Postal Code	6280
Physical address	8 Church Square		Postal Code	6280

A5.0 Agent [1.1]

Discipline	Architects			
Name	Moffat Whitlock Architects			
Legal entity of above	Moffat Whitlock Architects	Contact person	P. Whitlock	
Practice number		Telephone number	(049) 891 0998	
		Mobile number		
Country	South Africa	E-mail	mwa@adsactive.com	
Postal address	P.O Box 88, Graaff Reinet		Postal Code	6280
Physical address	8 Church Square		Postal Code	6280

A6.0 Agent [1.1]

Discipline	Quantity Surveyor			
Name	BTKM Quantity Surveyors EC (Pty) Ltd			
Legal entity of above	BTKM Quantity Surveyors EC (Pty) Ltd	Contact person	J. Stroebel	
Practice number		Telephone number	041 373 9127	
		Mobile number		
Country	South Africa	E-mail	janitas@btkmgroupp.co.za	
Postal address	84 Cape Road, Mill Park, Port Elizabeth		Postal Code	6001
Physical address	84 Cape Road, Mill Park, Port Elizabeth		Postal Code	6001

A7.0 Agent [1.1]

Discipline	N/A			
Name				
Legal entity of above		Contact person		

Practice number		Telephone number		
		Mobile number		
Country		E-mail		
Postal address			Postal Code	
Physical address			Postal Code	

A8.0 Agent [1.1]

Discipline	N/A			
Name				
Legal entity of above		Contact person		
Practice number		Telephone number		
		Mobile number		
Country		E-mail		
Postal address			Postal Code	
Physical address			Postal Code	

A9.0 Agent [1.1]

Discipline				
Name				
Legal entity of above		Contact person		
Practice number		Telephone number		
		Mobile number		
Country		E-mail		
Postal address			Postal Code	
Physical address			Postal Code	

A10.0 Agent [1.1]

Discipline				
Name				
Legal entity of above		Contact person		
Practice number		Telephone number		
		Mobile number		
Country		E-mail		
Postal address			Postal Code	

Physical address		Postal Code	
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A11.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal Code	
Physical address		Postal Code	

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)
Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date
Site Plan	WD00	E	
Typical detail proposed mild steel fence	WD0	A	
Typical detail proposed mild steel gates	WD0	B	
Details proposed fence	WD	A	

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
None

B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Yes / No:	No		
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2; 10.2]			
Public liability insurance [10.1.3; 10.2]			
Removal of lateral support insurance [10.1.4; 10.2]			

Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:		Yes		
	New works [10.1.1] (contract sum or amount)		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		N/A	N/A
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]				With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/ No?	No	If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	The museum will be in use and operational during construction period.		
Restriction of working hours [12.1.2]		Yes / No?	No

If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Areas occupied by the Museum		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		

B 10.0 Direct contractors [16.0]

Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

B 11.0 Description of sections [20.1]

Section 1	N/A
Section 2	N/A
Section 3	N/A
Section 4	N/A
Section 5	N/A
Section 6	N/A
Section 7	N/A

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		5 Days	1 Month	27.5 cents per R100.00

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of	Penalty for late completion [24.1]
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			possession of the site by the contractor [12.2.7; 24.1]	
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve practical completion not covered in the definition of practical completion
No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	No
If yes, description of applicable elements		

B 14.0 Payments [25.0]

Date of month for issue of regular payment certificates [25.2]	25 th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism		
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process		
Arbitration [30.7.4; 30.10]	Yes / No?	No	

If Yes, name of nominating body	
*If No, then dispute will be referred to litigation	
Applicable rules for arbitration [30.7.5]	N/A

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		N/A	
Enclosure of the works - specific requirements [B4.2]		The contractor must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1.8m high with lockable access gate, which must be maintained during the construction period and removed on completion of the works.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		The museum will be occupied and in use during the execution of the works. The contractor, all subcontractors, etc shall be limited to the defined works area and shall not enter the museum, which will be in use and occupied during construction period. All services shall be maintained at all times to the occupied buildings, etc and the contractor shall give notice before the interruption of any existing services.	
Services - known - specific requirements [B4.6]		Services not indicated on drawings will be pointed out on site by the principal agent	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes

	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		Protection is required	
Disturbance - specific requirements [B11.5]		The contractor shall exercise dust and sand control by watering the site regularly and/or by using any suitable measures such as providing, erecting and removing on completion of the works all necessary temporary dust screens, all to the satisfaction of the principal agent.	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
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.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

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

10.1.5.1.1 Damage to **the works**

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

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

10.1.5.1.2 Injury to persons or loss of or damage to property

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

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

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
---	----------------	--

Where the contractor does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections **is** required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

C 1.3: FIXED CONSTRUCTION GUARANTEE-JBCC 2000 PRINCIPAL BUILDING AGREEMENT

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA
Bid No:	2-2025/26

1. With reference to the contract between

_____ (hereinafter referred to as the “**contractor**”) and the Amazwi South African Museum of Literature (hereinafter referred to as the “**employer**”). Bid for Renovations, Refurbishment and Upgrade of Existing Museum, Olive Schreiner House, Cradock (hereinafter referred to as the “**contract**”)

in the amount of R _____,

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

I/We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** hold at the **employer's** disposal the sum of

R _____ insert amount,

_____ (insert
amount in

words) being _____ % of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia, non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on

account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. This undertaking is neither negotiable nor transferable, and
- must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - shall lapse on the date of the last **certificate of practical completion**; and
 - shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2026__

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

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

T2.1: LIST OF RETURNABLE SCHEDULES / DOCUMENTS

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA
Bid No:	2-2025/26

NOTE: Although this form lists and defines “Returnable schedules/documents” (which are incorporated in Volume 1 of the tender document), tenderers are nonetheless required to submit the whole of Volume 1, in its entirety, with all returnable schedules/documents fully completed and priced and with additional documentation as may be required included therewith.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender Document Name	Number of pages issued	Returnable Document
Resolution of Signatory (T2.2a)	1 Page	☒ Yes ☐ No
Resolution of Board of Directors to enter into consortia or JV's (T2.2b)	2 Pages	☒ Yes ☐ No
Schedule of Proposed Subcontractors (T2.2c)	1 Page	☒ Yes ☐ No
Site Inspection Certificate (T2.2d)	1 Page	☒ Yes ☐ No
Part A Invitation to bid (SBD1)	2 Pages	☒ Yes ☐ No
Declaration of Interest (SBD4)	4 Pages	☒ Yes ☐ No
Preference Points claim Form (SBD6.1)	6 Pages	☒ Yes ☐ No
Declaration of Bidder's Past Supply Chain Management Practices (SBD8)	2 Pages	☒ Yes ☐ No
Certificate of Independent Bid Determination (SBD9)	4 Pages	☒ Yes ☐ No
Final Summary of C2.2: Bills of Quantities (C1.1a)	1 Page	☒ Yes ☐ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender Document Name	Number of pages issued	Returnable Document
CIDB Grading Certificate or Proof of Registration (Certified copy to be provided by Tenderer) (T2.2e)	1 Page	☒ Yes ☐ No
CIPC Company Registration Certificate (T2.2h)	1 Page	☒ Yes ☐ No

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender Document Name	Number of pages issued	Returnable Document
Record of Addenda to Tender Documents (T2.2o)	1 Page	☒ Yes ☐ No
Particulars of Electrical Sub-contract (T2.2o.i)		☒ Yes ☐ No
Schedule of Plant and Equipment (T2.2p)	1 Page	☒ Yes ☐ No
Schedule of Imported Materials and Equipment (T2.2q)		☒ Yes ☐ No
Compulsory Enterprise Questionnaire (T2.2q)	1 Page	☒ Yes ☐ No
Additional particulars (T2.2r)	5 Pages	☒ Yes ☐ No
Other certificates (T2.2s)	3 Pages	☒ Yes ☐ No

3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender Document Name	Number of pages issued	Returnable Document
Form of Offer and Acceptance (C1.1)	5 Pages	☒ Yes ☐ No
Contract Data (C1.2)	17 Pages	☒ Yes ☐ No
Applicable form of Guarantee (C1.3)	2 Pages	☒ Yes ☐ No
Priced Bill of Quantities (To be submitted with tender)	84 Pages	☒ Yes ☐ No
Priced Preliminaries (JBCC 2000) (To be submitted with tender)	34 Pages	☒ Yes ☐ No
Additional particulars concerning bidders (T2.2s)	5 Pages	☒ Yes ☐ No

T2.2a: RESOLUTION FOR SIGNATORY

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA
Bid No:	2-2025/26

MUST BE ON A COMPANY LETTERHEAD

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

Note : DO NOT FILL IN THIS EXAMPLE

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

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA
Bid No:	2-2025/26

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

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

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

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

ENTERPRISE STAMP

T2.2c: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

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

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2d: SITE INSPECTION CERTIFICATE

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA
Bid No:	2-2025/26

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

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

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

Date of Inspection: 17 February 2026

Time of Inspection: 11h00

Name of Bidder

Signature of Bidder

Signature of Representative/Agent

Date

SBD 4

T2.2I : DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person

connected to the bidder is employed :

.....
Position occupied in the state institution:
.....

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Number	Employee Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 The **80/20** preference point system shall be applicable to this bid.
- 1.4 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.
- 1.5 The maximum points for this bid are allocated as follows:

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

- 1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
 - 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- ### **2. DEFINITIONS**
- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
 - 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ

of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5 **“Black designated group”** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **“Black People”** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 **“CIPC”** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 **“consortium or joint venture”** 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;
- 2.11 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 **“non-firm prices”** means all prices other than “firm” prices;
- 2.21 **“person”** includes a juristic person;
- 2.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.23 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources,

including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

- 2.26 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 **“sub-contract”** means the primary bidder’s assigning, leasing, making out work to, or employing, another person to support such primary bidder in the execution of part of a project in terms of the contract;
- 2.29 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.30 **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 **“Treasury”** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 **“Youth”** meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific Goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific Goals, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

POINTS AWARDED FOR SPECIFIC GOALS

- 4.2 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 RFQ. For the purposes of this RFQ the tenderer will be allocated points based on the goals stated in the table below as may be supported by proof/ documentation stated in the conditions of this RFQ:

Historically Disadvantaged Persons	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documentary Proof
Promotion of enterprises with at least 51% women ownership	5		Bidder to submit valid copy of CIPC certificate, certified South African ID copies of owners and the valid copy of the BBBEE certificate
Promotion of enterprises owned by youth	5		
Promotion of enterprises owned by People With Disabilities	5		Bidder to submit valid copy of CIPC certificate, certified South African ID copies of owners and letter from the doctor
Non-compliant	0		
Locality	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality – Registered within the boundaries of Sarah Baartman / Chris Hani District Municipalities	5		
Locality – Registered within the boundaries of the Eastern Cape	3		
Locality – No registered office in the Eastern Cape	2		

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of Specific Goals must complete the following:

5.1.1 SPECIFIC GOALS POINTS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 5.2 Specific Goals: =(maximum of 20 points)
 Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit and letter from the doctor.

Where the tenderer is the owner of the property of the business:

- 1) Municipal account registered in the name of the tenderer;

Where the tenderer is not the owner of the property of the business:

- 1) A valid lease agreement; or 2

2) Affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.

6. SUB-CONTRACTING

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

(Tick applicable box)

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

6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-bidder.....
- iii) The ownership status of the sub-bidder.....
- iv) Whether the sub-bidder is an EME.

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

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

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its ownership status, B-BBEE status level of contributor, locality, or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, AMAZWI MUSEUM reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) Principal Building Agreement Edition 6.2 – May 2018
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
 CAPACITY
 SIGNATURE
 NAME OF FIRM
 DATE

WITNESSES	
1	
2.	
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

T2.2e CIDB Grading Certificate

(PROOF OF GRADING TO BE INSERTED BY TENDERER)

T2.2f PROJECT REFERENCE RETURNABLE 1 OF 4

NOTE: The Employer or Principal Agent must complete this returnable document.

I, _____ (name and surname)

of _____ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

_____ (name of Tenderer)

ProjectName: _____

Projectlocation: _____

Construction period: _____ Completion date: _____

Subcontract value: _____

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

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality of workmanship					
Resources: Personnel					
Co-ordination with other services					
Financial Management / payment of suppliers / cash flow, etc.					
Occupational Health & Safety Compliance					

B. Would you consider / recommend this tenderer again?

YES / NO

C. Any other comments:

D. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of _____ 2026

Signature of Referee

Company Stamp

.....
.....

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

Name of Tenderer

Signature of Tenderer

Date

T2.2f PROJECT REFERENCE RETURNABLE 2 OF 4

NOTE: The Employer or Principal Agent must complete this returnable document.

I, _____ (name and surname)

of _____ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

_____ (name of Tenderer)

ProjectName: _____

Projectlocation: _____

Construction period: _____ Completion date: _____

Subcontract value: _____

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

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality of workmanship					
Resources: Personnel					
Co-ordination with other services					
Financial Management / payment of suppliers / cash flow, etc.					
Occupational Health & Safety Compliance					

B. Would you consider / recommend this tenderer again?

YES / NO

C. Any other comments:

D. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of _____ 2026

Signature of Referee

Company Stamp

.....
.....

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

Name of Tenderer

Signature of Tenderer

Date

T2.2f PROJECT REFERENCE RETURNABLE 3 OF 4

NOTE: The Employer or Principal Agent must complete this returnable document.

I, _____ (name and surname)

of _____ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

_____ (name of Tenderer)

ProjectName: _____

Projectlocation: _____

Construction period: _____ Completion date: _____

Subcontract value: _____

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

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality of workmanship					
Resources: Personnel					
Co-ordination with other services					
Financial Management / payment of suppliers / cash flow, etc.					
Occupational Health & Safety Compliance					

B. Would you consider / recommend this tenderer again?

YES / NO

C. Any other comments:

D. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of _____ 2026

Signature of Referee



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

Name of Tenderer

Signature of Tenderer

Date

T2.2f PROJECT REFERENCE RETURNABLE 4 OF 4

NOTE: The Employer or Principal Agent must complete this returnable document.

I, _____ (name and surname)

of _____ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

_____ (name of Tenderer)

ProjectName: _____

Projectlocation: _____

Construction period: _____ Completion date: _____

Subcontract value: _____

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

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality of workmanship					
Resources: Personnel					
Co-ordination with other services					
Financial Management / payment of suppliers / cash flow, etc.					
Occupational Health & Safety Compliance					

B. Would you consider / recommend this tenderer again?

YES / NO

C. Any other comments:

D. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of _____ 2026

Signature of Referee

Company Stamp

.....
.....

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

Name of Tenderer

Signature of Tenderer

Date

T2.2g PROJECT EXECUTION PLAN / CONSTRUCTION PROGRAMME

(TENDERER TO ATTACH COPY)

T2.2h CIPRO Certificate

(TENDERER TO ATTACH CERTIFIED COPY)

T2.2i COPIES OF DIRECTOR'S ID DOCUMENTS

(TENDERER TO ATTACH CERTIFIED COPY)

T2.2j VALID COPY OF B-BBEE CERTIFICATE (TENDERER TO ATTACH CERTIFIED COPY)

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – CONSTRUCTION (Contractor)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- ☐ The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R3,000,000 (Three Million Rands) or less

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black but at least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

T2.2k LETTER FROM DOCTOR FOR PEOPLE WITH DISABILITIES

(TENDERER TO ATTACH CERTIFIED COPY)

**T2.2I MUNICIPAL ACCOUNT REGISTERED IN THE
NAME OF THE TENDERER / VALID LEASE
AGREEMENT / AFFIDAVIT

(TENDERER TO ATTACH COPY)**

T2.2m VALID TAX CLEARANCE CERTIFICATE (TENDERER TO ATTACH COPY)

T2.2n CSD REPORT / CSD REFERENCE NUMBER (TENDERER TO ATTACH COPY)

T2.2o: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

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

T2.2p: SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2q COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.

Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of

Signed _____ Date _____

Name _____ Position _____

Enterprise Name _____

T2.2r: ADDITIONAL PARTICULARS CONCERNING BIDDERS

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF PERIMETER FENCINGS AT OLIVE SCHREINER HOUSE MUSEUM, NXUBA
Bid No:	2-2025/26

SURETIES AS SECURITY

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

1.1 Name of surety:

.....

Address of surety:

.....

Bank of surety:

.....

Branch:

.....

1.2 Name of surety:

.....

Address of surety:

.....

Bank of surety:

.....

Branch:

.....

COMPANIES

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

PARTERSHIPS

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

Full name of partner

Resident address

Signature

.....

.....

.....

We, the undersigned partners, in the business trading as hereby

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

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

ONE-MAN BUSINESS

I, the undersigned

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

.....

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

WORK CAPACITY

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

Skilled artisans employed. State categories and furnish numbers:

.....

.....

.....

.....

Unskilled labour employed. State categories and furnish numbers:

.....

.....

.....

Full particulars of machinery, plant and workshops:

.....

.....

.....

.....

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

A. PRIVATE

	Project Commencing date	Consultant Expected completion date	Contract sum	Contract period
1.				
				
2.				
				
3.				
				
4.				
				
5.				
				
6.				
				
7.				
				
8.				
				

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

	Project Commencing date	Consultant Expected completion date	Contract sum	Contract period
	Project Commencing date	Consultant Expected completion date	Contract sum	Contract period
1.				
				
2.				
				
3.				
				
4.				
				
5.				
				

6.
7.
8.

Particulars of projects which bidder has already –

a) Completed for the Department of Public Works

	Project	Place	Contract sum
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

	Project	Place	Contract sum
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

CONTACTABLE REFERENCES

	Company	Contact Person	Contract Name	Contact Tel No.
1.				
2.				
3.				
4.				
5.				
6.				

.....
Signature

.....
Date

