



**EASTERN CAPE PROVINCE**

**DEPARTMENT OF EDUCATION**

**REQUEST FOR BID**

**FOR**

**THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT  
LUTATENI SSS, EASTERN CAPE**

**8GB or Higher**

**EMIS NO: 200500479**

**DISTRICT: ALRED NZO WEST**

**SCMU6-24/25-0008**

**Consisting of: Three Volumes**

**BIDDER: .....**

**CRS NO: .....**

**CSD REG. No:.....**

Compiled for:

**SUPPLY CHAIN MANAGEMENT**  
Eastern Cape Department of Education  
Steve Tshwete Complex, Zone 6  
**ZWELITSHA**  
5608  
Website: <https://eceducation.gov.za/>

Compiled by:

**EASTERN CAPE DEPARTMENT OF EDUCATION  
INFRASTRUCTURE DELIVERY**  
Eastern Cape Department of Education  
Steve Tshwete Complex, Zone 6  
**ZWELITSHA**  
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**APRIL 2024  
PNO: P9008226  
VOLUME 2 of 3**

**VOLUME 2 OF 3**

**TENDER RETURNABLES**

**RETURNABLE DOCUMENT CHECKLIST**

**&**

**COMPILATION INSTRUCTIONS**

Tenderers are to complete the checklist, by indicating **YES** or **NO** within the Compliance column, to ensure that all information in the Tender Document is read, completed, and included in full by the Tenderer.

- 1) All forms must be properly completed and signed as required and the document shall not be taken apart or altered in any way whatsoever.
- 2) Returnables with a ~~Strike through~~ are irrelevant to this tender process and do not need to be completed.
- 3) Tenderers must ensure each of the listed Returnables are populated and signed in full.
- 4) All forms must be duly completed in black ink as required.

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


Capacity: .....

<b>LIST OF RETURNABLES CHECKLIST</b>				
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<b>T2.2</b>	Other forms, certificates and schedules that will be incorporated into the contract		24	
<b>T2.3</b>	Documentation, forms, and schedules required for Tender evaluation purposes		52	
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<b>T2.2.5</b>	Bidder's Disclosure (SBD4)		30	
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Name: ..... Signature .....

Capacity: .....

 <b>Province of the EASTERN CAPE EDUCATION</b>	<b>VOLUME 2 OF 3 NEC ECC OPTION A TENDER RETURNABLES</b>	<b>Tender No. SCMU6-24/25-0008</b> <b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE</b>
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## PART T2: RETURNABLE DOCUMENTS


**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

SECTION	MAIN INDEX T2.1 - T2.4	PAGE	TENDERER COMPLIED?
<b>T2.1</b>	Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness	5	<input type="checkbox"/>
<b>T2.2</b>	Other forms, certificates and schedules that will be incorporated into the contract	24	<input type="checkbox"/>
<b>T2.3</b>	Documentation, forms, and schedules required for Tender evaluation purposes	52	<input type="checkbox"/>
<b>T2.4</b>	Other documentation, forms and schedules required for Tender evaluation purposes	66	<input type="checkbox"/>

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

Capacity: .....

 <p>Province of the <b>EASTERN CAPE</b> EDUCATION</p>	<p>VOLUME 2 OF 3 NEC ECC OPTION A TENDER RETURNABLES</p>	<p>Tender No. SCMU6-24/25-0008 THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE</p>
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**PART T2.1: RETURNABLE DOCUMENTS**

**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

SECTION	SUB-INDEX T2.1	PAGE	TENDERER COMPLIED?
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T2.1.5	Tax Compliance Requirements	20	
T2.1.6	Proof of Valid Registration with CIDB	21	
T2.1.7	Proof of Workmen’s Compensation Registration (COIDA)	22	

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

Capacity: .....



**PART T2.1.1: BRIEFING / SITE INSPECTION ATTENDANCE REGISTER**

<b>Project title:</b>	<b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE</b>
<b>Tender No:</b>	<b>SCMU6-24/25-0008</b>

SITE INSPECTION REGISTER



**PART T2.1.2: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

<b>Project title:</b>	<b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE</b>
<b>Tender No:</b>	<b>SCMU6-24/25-0008</b>

**NOTE: This returnable document must be on a company letterhead**

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 the company's 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 bidder for Contract No. \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

2. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_





**T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

<b>Project title:</b>	<b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE</b>
<b>Tender No:</b>	<b>SCMU6-24/25-0008</b>

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Request for Quotation in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_, of the company \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the Request for Quotation and any contract resulting from it on our behalf.

<b>Name of Firm</b>	<b>Address</b>	<b>Duly Authorised Signatory</b>
Lead Partner  _____		Signature: _____  Name: _____  Designation: _____
  _____		Signature: _____  Name: _____  Designation: _____
  _____		Signature: _____  Name: _____  Designation: _____
  _____		Signature: _____  Name: _____  Designation: _____



**PART T2.1.3: REGISTRATION CERTIFICATES/AGREEMENTS/IDENTITY DOCUMENTS**

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Including relevant Identity Documents and complete disclosure of Shareholding of the tenderer.

Non-submission hereof may deem your tender non-responsive.

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

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

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

**PART T2.1.4: JOINT VENTURE/CONSORTIUM DISCLOSURE FORM**

**TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A  
JOINT VENTURE OR CONSORTIUM**

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner’s own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address.....  
.....
- c) Physical address .....
- d) Telephone .....
- e) Fax .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**



**2.1. (a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

**2.2. (a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1. (a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

**3.2. (a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....



- 3.3. (a) Name of Firm** .....
- Postal Address .....
- Physical Address .....
- Telephone .....
- Fax .....
- Contact person for matters pertaining to Joint Venture Participation Goal requirements.....
- (Continue as required for further Affirmable Joint Venture Partners)*

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

**5. OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %
- c) Affirmable Joint Venture Partner percentages in respect of: \*
- (i) Profit and loss sharing.....
- (ii) Initial capital contribution in Rands.....
- .....
- .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rands .....
- .....
- .....
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
- .....
- .....
- .....

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	<b>NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		
	<b>AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g., co-signature requirements and Rand limits).

**(a) Joint Venture payment approvals**

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

**(b) Authority to enter contracts on behalf of the Joint Venture**

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

**(c) Signing, co-signing and/or collateralising of loans**

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

**(d) Acquisition of lines of credit**

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

**(e) Acquisition of performance guarantees**

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

**(f) Negotiating and signing labour agreements**

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

**(a) Supervision of field operations**

.....

**(b) Major purchasing**

.....

**(c) Estimating**

.....

**(d) Technical management**

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

**(a) Identify the “managing partner”, if any,**

.....  
.....



.....  
.....  
**(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?**

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

**(c) Describe the management structure for the Joint Venture’s work under the contract**

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

\* Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

**10. PERSONNEL**

**(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.**

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS






(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

**(b)** Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

**(c)** Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

**(d)** Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

**(e)** Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the way the Joint Venture is structured and controlled.

.....

.....

.....



.....  
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....



Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....



**PART T2.1.5: TAX COMPLIANCE REQUIREMENTS**

**IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.(AS PER NATIONAL TREASURY INSTRUCTION NOTE 9 of 2017/18)**



**PART T2.1.6: PROOF OF VALID REGISTRATION WITH CIDB & CSD**

The Tenderer shall attach hereto the Contractors proof of **valid active** registration certificate with CIDB & National Treasury CSD. CIDB CRS & NT Supplier number(s) must also be provided.

In the case of Consortium/Joint Venture Tenders, each partner shall provide their own valid CIDB registration certificate and CSD, including for the Joint Venture.

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with DOe. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable

All prospective tenderers must have a tax compliant status on the Central Supplier Database (CSD) of the National Treasury and is required to attach proof of compliant status in the form of a CSD Summary Report at the time of tender submission.



**PART T2.1.7: PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)**

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993).



## PART T2.2: RETURNABLE DOCUMENTS

**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a **Strikethrough**, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.2	PAGE	TENDERER COMPLIED?
T2.2.1	Record of Addenda to Tender documents	24	
T2.2.2	Local Employment & Sourcing	25	
T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004)	26	
T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2014	27	
T2.2.5	Bidder's Closure	30	
<del>T2.2.6</del>	<del>Declaration of Tenderers past supply Chain Management Practices</del>	<del>34</del>	
<del>T2.2.7</del>	<del>Certification of Independent Tender Determination</del>	<del>37</del>	
T2.2.8	Service Provider Code of Conduct	41	
T2.2.10	Compulsory Enterprise Questionnaire	46	
T2.2.11	Certificate of Acquaintance with Tender Document	49	

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

Capacity: .....



**PART T2.2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>Project title:</b>	<b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE</b>
<b>Tender No:</b>	<b>SCMU6-24/25-0008</b>

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

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Bidder .....





**PART T2.2.2: LOCAL EMPLOYMENT & SOURCING**

The DOE has identified job creation and access to procurement opportunities by Start-ups, Small and Micro Enterprises (SMMEs) in the local community of the project area, as an essential requirement towards building an economically viable country. As such, the below targets will be a condition of contract.

**General Labour minimum target**

It is mandatory that tenderers/bidders employ the minimum stipulated personnel on the contracts for the local community where the project is being implemented. This employment is outside the existing employees of the tenderers/bidders.

For the general labour force, the minimum number of people to be employed for the duration of the project will be calculated from the formula below.

$$Number\ of\ Employees = 4 * \left[ \frac{(Contract\ Value\ in\ Rand)}{R1,000,000} \right]$$

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor is therefore expected in general to maximise the involvement of the local community.

Take note that the local labour employed must not be paid lower than the minimum approved municipal rates in that district or area. The Contractor shall be required to submit employment data monthly to the Project Manager.

**Procurement of Materials minimum target**

Regarding procurement of materials, local is hereby defined as the district in which the project(s) is/are located. The minimum target for materials sourced locally is **30% of the contract value**.

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

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

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



**PART T2.2.3: UNEMPLOYMENT INSURANCE FUND (UIF) – REGISTRATION CERTIFICATE  
(ACT 4 OF 2004)**

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

**PART T2.2.4: FORM CONCERNING FULFILMENT OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993), EDITION 23(LATEST EDITION) INCLUDING THE CODE OF PRACTICE: MANAGING EXPOSURE TO SARS-COV-2 IN THE WORKPLACE**

In terms of regulation 5 (g), (h), (i) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Client/Client Agent shall ensure:

- that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- that the Principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely; and
- take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations:

1. I confirm that I am fully conversant with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014 and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Edition 23(latest edition) including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace.

(Tick)

<b>YES</b>	
<b>NO</b>	

2. Proposed approach to achieve compliance with all Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	

<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
--	--

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

.....

.....

.....

4. Provide proof of Legal Liability training conducted from accredited service provider for all legal appointees as per legislation requirements:

.....

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

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



(Tick)

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

7. I confirm that I am fully conversant with Construction Regulations 2014 “Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Edition 23(latest edition) including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace.

(Tick)

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

8. I confirm that I am fully conversant with Construction Regulations 2014 “Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Regulations and Exemptions

(Tick)

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

9. I confirm that I have read the Safety, Health, Environment and Quality Policy for Construction and Maintenance Programmes and that my company will comply with all requirements stated in all Annexures and Amendments.

(Tick)

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

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... Date .....

2. .... Date .....

**PART T2.2.5: BIDDER'S DISCLOSURE – SBD 4**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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



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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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



- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
  
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



**PART T2.2.8: SERVICE PROVIDER CODE OF CONDUCT**

DOE aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with DOE must understand and support. These are:

- Section 217 of the Constitution of the Republic of South Africa, 1996 - the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive, and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008,
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000,
- The Construction Industry Development Board Act, Act 38 of 2000(CIDB Act); and
- The Preferential Procurement Policy Framework Act, Act 5 of 2000.

This code of conduct has been included in this contract to formally appraise DOE Service providers of DOE's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

**PART T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE**

<b>Project title:</b>	<b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE</b>
<b>Tender No.:</b>	<b>SCMU6-24/25-0008</b>

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: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

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

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each Bidder and be attached as a Request for Quotation requirement.**

**Section 8: SBD6 issued by National Treasury must be completed for each Bidder and be attached as a Request for Quotation requirement.**

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

- i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is 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 bidding entities submitting Request for Quotation offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
<i>Enterprise name</i>			



## PART T2.3: RETURNABLE DOCUMENTS

**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

SECTION	SUB-INDEX T2.3	PAGE	TENDERER COMPLIED?
<b>T2.3.1</b>	Related Experience of Tenderer	36	
<b>T2.3.2</b>	Management and CV's of Key Persons	39	
<b>T2.3.3</b>	<del>Schedule of Plant and Equipment-INCLUDE</del>	40	
<b>T2.3.4</b>	Schedule of Proposed <del>Sub-Contractors</del> / Consultants	42	
<b>T2.3.5</b>	Programme	43	
<del><b>T2.3.6</b></del>	<del>Financial Standing / Bank Rating INCLUDE</del>		
<b>T2.3.7</b>	Quality Plan	44	
<b>T2.3.8</b>	Health and Safety	45	
<b>T2.3.9</b>	Capacity and Ability to meet Delivery Schedule	46	
<del><b>T2.3.10</b></del>	<del>Statement of Technical Compliance</del>		-

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

Capacity: .....

**PART T2.3.1: RELATED EXPERIENCE OF TENDERER**

<b>Project title:</b>	<b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE</b>
<b>Tender No.:</b>	<b>SCMU6-24/25-0008</b>

Bidders must submit a max one-page description of at least three projects successfully completed.

**Attach a Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
  - 1.1. Name of project.
  - 1.2. Name of client.
  - 1.3. Contact details of client.
  - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 1.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
  - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	PROJECT VALUE	DATE COMPLETED
1					
2	<b>Example only</b>				
3					

***Attach a separate page to address this issue (the above table is just for reference purposes).***

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

**1. CURRENT PROJECTS UNDERTAKEN:**

<b>Project title:</b>	THE APPOINTMENT OF A CONTRACTOR(TURNKEY) TO PROVIDE ADDITIONAL CLASSROOM AT LUTATENI SSS, EASTERN CAPE
<b>Tender No.:</b>	SCMU6-24/25-0008

Bidders must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

**Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	CONTACT DETAILS OF REFERENCES	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

***Attach a separate page to address this issue (the above table is just for reference purposes).***

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

**PART T2.3.2: MANAGEMENT AND CV'S OF KEY PERSONS**

**Resources for construction of Lutateni SSS: Key Project Team Qualifications, relevant professional registration, and Experience.**

The experience of assigned staff members in relation to the Scope of Services will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills, and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g., local conditions, legislation, techniques, etc.
- 4) Additionally, refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

For purpose of evaluation, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories **1) Site Foreman, 2) Full-time Construction Health and Safety Officer – (Pr.CHSO SACPCMP)**

Resources for construction of Lutateni SSS: Key professional Team that will be responsible for the design and planning stage, Tenderer shall attach hereto a shortened CV for each key members Qualifications, relevant professional registration, and Experience.

1. Architect/ Senior Architectural Technologist/ Architectural Technologist (SACAP)
2. Quantity Surveyor (SACQSP)
3. Civil/Structural – Engineer/Technologist (ECSA)
4. Health and Safety Consultant (Pr.CHSM SACPCMP)

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

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

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

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



**PART T2.3.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS/ CONSULTANTS**

*This returnable is to be read in conjunction with T2.4.2 PPPFA Prequalify & Subcontracting Schedule. By signing this returnable, the tenderer confirms alignment in full.*

We notify you that it is our intention to employ the following subcontractors / sub consultants 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 / Sub consultants in accordance with requirements in the contract for such appointments and to provide copies of the subconsultants. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Subcontractors / Subconsultants</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subconsultants.</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4</b>			

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

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

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Date)



**PART T2.3.5: PROGRAMME**

**Note to tenderers: the schedule must be based on a 4 -months total duration of design and 20 months for construction.**

**Construction Methodology & Construction Programme for implementation phase (Activity scheduling / programme for the process), which outlines & defines in sufficient detail the following MINIMUM Requirements (MR): Assessment (Confirmation and Verification of Works Quantities); Design; Manufacture / Supply; Installation / Construction; Contract Management; Quality Assurance & Control.**

The Tenderer need to submit a high level (minimum level 3 breakdown) programme to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

The successful Tenderer **must** submit a detailed programme within **7 days** after the commencement date.

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

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

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

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





**PART T2.3.7: QUALITY PLAN**

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
2. The Contractor’s Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

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

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

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

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

**PART T2.3.8: HEALTH AND SAFETY**

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with UIF insurance body.
2. Proof of Effective Safety Management System.
3. Six months synopsis of SHE incidents, description, type, and action taken.
4. SHE challenges envisaged for the project and how they will be addressed and overcome.
5. Construction Safety File (Index).
6. Additionally, refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---

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

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

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

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



**PART T2.3.9: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE**

**Note to tenderers:**

The Tenderer is required to demonstrate to the Employer that he has sufficient current and future capacity to carry out the work as detailed in the Service Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on; and
- The work as covered in the Works Information, planned, and scheduled as per the Tenderer’s capacities and methods but meeting the required delivery schedule.
- Additionally, refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

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

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

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

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



### **PART T2.3.11- Condition assessment/ concept and viability report**

Bidders are required to submit a condition assessment which covers the scope of works as priced in the activity schedule, this will outline how the Turnkey project will be executed from inception to handover.

The condition assessment / concept viability report must cover Understanding of the client brief.



## PART T2.4: RETURNABLE DOCUMENTS

**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.4	PAGE	TENDERER COMPLIED?
<b>T2.4.1</b>	Form of the Performance Guarantee	65	
<b>T2.4.2</b>	Subcontracting Schedule	70	
<b>T2.4.3</b>	SBD6.1:Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022	77	
<b>T2.4.4</b>	<del>SBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors</del>	<del>84</del>	

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

Capacity: .....

**PART T2.4.1: FORM OF THE PERFORMANCE GUARANTEE**

In terms of clause X13 of the NEC3 ECC Option A Reviewed 2013 allows for provision of a variable performance guarantee from an approved financial institution which the *Employer* has accepted.

**For this contract only performance bonds provided by a financial institution registered in South Africa will be accepted.**

It is hereby agreed that a Performance Guarantee drafted exactly, or substantially similar, as provided in this returnable and Volume 3 section C1.3 will be provided by the Guarantor named below, which is a bank or insurer registered in South Africa:

Name of Guarantor (Bank/insurer).....  
Address .....

The Performance Guarantee shall be provided with the other returnables as set out in the conditional Letter of Acceptance of the successful tenderer's tender unless otherwise agreed to by the parties.

Signed .....  
Name .....  
Capacity .....  
On behalf of (name of tenderer) .....  
Date .....

**CONFIRMED BY Guarantor's Authorised Representative**

Signature(s) .....  
Name (print) .....  
Capacity .....  
On behalf of Guarantor .....  
(Bank/insurer)  
Date .....

The Tenderer must attach hereto a letter from the guarantor with whom he has made the necessary arrangements, to the effect that the said guarantor will be prepared to provide the required performance



guarantee when asked to do so. The acceptable proforma wording is as per section below and in Volume 3, C1.3.

**Pro-Forma NEC3 ECC Variable on Demand Performance Guarantee**

To: The Development Bank of Southern Africa Limited

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [●] **Financial Services Board Registration number**

1.1.2 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*

1.1.3 “Contract” - means the written agreement entered between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated, or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*

1.1.4 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*

1.1.5 “Employer” - means The Department of Education, Province of the Eastern Cape.



- 1.1.6 “Expiry Date” - means one month after the Defects Date [*Drafting Note: This date should align with the date of final completion*];
- 1.1.7
- 1.1.8 “this Guarantee” - means this document;
- 1.1.9
- 1.1.10 “Guaranteed Sum” – means, subject to clause 4, the sum of [**● - figure**] ([**● - words**])the maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) which amount will reduce with 50% when the Completion certificate is issued until the Expiry Date .
- 1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor’s address or by email to the following email [..... insert..] and shall:
- 3.1 state the amount claimed (“the Demand Amount”);
- 3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer’s written certificate certifying the amount of such reduction and the Contractor’s entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
- 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety





- and the Guarantor's obligation/s to make payment:
- 5.1.1 is and shall be absolute and unconditional in all circumstances; and
- 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
- 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release, or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
- 5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
- 6. The Guarantor's obligations in terms of this Guarantee:**
- 6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
- 7. This Guarantee:**
- 7.1 shall expire on the Expiry Date until which time it is irrevocable;
- 7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;
- 7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, **obtaining** any court order; and
- 7.5 shall be governed by and construed in accordance with the law of the Republic



of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

- 8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor’s Address.

Signed at \_\_\_\_\_ Date \_\_\_\_\_

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: \_\_\_\_\_ Guarantor Signatory 2: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Capacity of Guarantor \_\_\_\_\_ Capacity of Guarantor \_\_\_\_\_  
Signatory 1: \_\_\_\_\_ Signatory 2: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_  
(Printed Name of Witness) (Printed name of witness)

\_\_\_\_\_

**Guarantor’s seal or stamp** \_\_\_\_\_



**3. SUBCONTRACTING AFTER AWARD OF TENDER**

**After Award, the following are contractual obligations for notification:**

- 3.1** A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 3.2** A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 3.3** A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

I, THE UNDERSIGNED (*FULL NAME OF AUTHORISED PERSON*) .....

ON BEHALF OF (*FULL NAME OF TENDERING ENTITY*) .....

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRETY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100



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

**2.0 DEFINITIONS (NOT APPLICABLE)**

**3.0 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES (NOT APPLICABLE)**

**3.1 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT (NOT APPLICABLE)**

**3.1.1 POINTS AWARDED FOR PRICE**

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

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

Where

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

**4.0 POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman Ownership	2	5		
Ownership with Disabilities	1	2		
Youth Ownership	3	5		
Enterprises located in the Eastern Cape Province	4	8		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

**4.4** Company registration number: .....

**4.5** TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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