



arts & culture

Department:
Arts and Culture
REPUBLIC OF SOUTH AFRICA



AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE

RENOVATION, REFURBISHMENT AND UPGRADE OF
THE EXISTING MUSEUM, OLIVE SCHREINER HOUSE

IN

CRADOCK

BID NO. AM:001-22/23

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:.....

SEPTEMBER 2022

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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: **RENOVATION, REFURBISHMENTS AND UPGRADE OF THE EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK.**

It is estimated that tenderers should have a CIDB contractor grading designation of 4GB or higher.

Tender documents will be available on National Treasury's tender portal (<http://www.etenders.gov.za>) from 15 September 2022.

A compulsory bid clarification meeting with representatives of the Employer will be held on 26 September 2022 from **11H00 – 12H00** at Olive Schreiner House Museum in Cradock 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 a three (3) phase process as follows:

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

Phase Two: Functionality – tenderers are required to score a minimum of 60% for functionality to be evaluated for price and preference, thereafter

Phase Three: Bidders passing stage two above will thereafter be evaluated for price and preference

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

Maximum points on price	-	80 points
Maximum points for BBBEE	-	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 "**BID NO. AM:001-22/23: RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXSITING MUSEUM AT OLIVE SCHREINER HOUSE, CRADOCK**", 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, 14 October 2022, when tenders will be opened in public.

E. ENQUIRIES:

ENQUIRIES WITH REGARD TO THIS BID DOCUMENT MAY BE DIRECTED TO:

Technical enquiries: louisah@srsqs.co.za
Technical document enquiries: boniwe@srsqs.co.za

T1.1a: NOTICE AND INVITATION TO TENDER

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

Project title:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK		
Bid No:	AM:001-22/23	Closing date:	14 October 2022
Closing time:	11:00	Validity period:	120 Days

Tenderers must have a CIDB contractor grading of **4GB** or higher.

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

<input checked="" type="checkbox"/>	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 4GB or higher class of construction work, are eligible to submit tenders.
<input checked="" type="checkbox"/>	Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> 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 4GB 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.
<input checked="" type="checkbox"/>	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).
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	Submission of (SBD 4): Declaration of Interest.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per List of Returnable Schedules (T2.1)
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	Submission of SARS PIN (TCS)
<input checked="" type="checkbox"/>	Submission of a CIPC (CIPRO) Certificate

<input checked="" type="checkbox"/> 80/20 Preference point scoring system	<input type="checkbox"/> 90/10 Preference point scoring system
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Preference point scoring system will be broken down as follows:

Preference:		Price:	
B-BBEE status level:	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 26 September **2022 at 11H00 at Olive Schreiner House Museum in Cradock.**

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

Technical Enquiries	Ms L Ramafoko	E-mail:	louisah@srsqs.co.za
Technical Document Enquiries	Ms B Baatjie	E-mail:	boniwe@srsqs.co.za

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:	AM:001 -22/23	CLOSING DATE:	14 October 2022	CLOSING TIME:	11H00
ISSUE DATE:					
DESCRIPTION	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
Emailed to: Technical:		louisah@srsqs.co.za		SCM: scm@amazwi.museum	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Lumka Majavu				
TELEPHONE NUMBER	(046) 622 7042				
E-MAIL ADDRESS	Technical: louisah@srsqs.co.za		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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. 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 14 OCTOBER 2022 NOT LATER THAN 12:00. 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).**

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																																	
	<p>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).</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>																																
C.1.1	<p>The employer is: Amawzi South African Museum of Literature</p>																																
C.1.2	<p>The tender documents issued by the employer comprise:</p> <p>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</p> <p>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</p> <p>Part 3: Returnable Schedules/Documents T2.1 List of returnable schedules / documents T2.2 Returnable schedules / documents:</p> <table border="1" data-bbox="443 1330 1458 1794"> <tbody> <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>T2.2k</td><td>Site Inspection certificate</td></tr> <tr><td>SBD4</td><td>Declaration of interest</td></tr> <tr><td>SBD6.1</td><td>Preference points claim form</td></tr> <tr><td>SBD6.2</td><td>Declaration Certificate for local production</td></tr> <tr><td>SDB8</td><td>Declaration of bidder's past supply chain management practices</td></tr> <tr><td>SDB9</td><td>Certificate of independent bid determination</td></tr> <tr><td>T2.2u</td><td>CIDB grading certificate</td></tr> <tr><td>T2.2v</td><td>CIPC company registration certificate</td></tr> <tr><td>T2.2n</td><td>Record of addenda to tender documents</td></tr> <tr><td>T2.2p</td><td>Schedule of plant & equipment</td></tr> <tr><td>T2.2r</td><td>Compulsory enterprise questionnaire</td></tr> <tr><td>T2.2s</td><td>Additional particulars concerning Bidders</td></tr> <tr><td>T2.2t</td><td>Other Certificates</td></tr> </tbody> </table>	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	T2.2k	Site Inspection certificate	SBD4	Declaration of interest	SBD6.1	Preference points claim form	SBD6.2	Declaration Certificate for local production	SDB8	Declaration of bidder's past supply chain management practices	SDB9	Certificate of independent bid determination	T2.2u	CIDB grading certificate	T2.2v	CIPC company registration certificate	T2.2n	Record of addenda to tender documents	T2.2p	Schedule of plant & equipment	T2.2r	Compulsory enterprise questionnaire	T2.2s	Additional particulars concerning Bidders	T2.2t	Other Certificates
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	<p>THE CONTRACT (Volume 2)</p> <p>Part 1: Scope of Work C3.1 Scope of work</p> <p>C3.2 Contractor's reports</p> <p>Part 2: Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities comprising Section No 1: Preliminaries Section No 2: Building Works Section No 3: External Works Section No 4: Provisional Sums Final Summary</p> <p>Part 3: Site information C4.1 Site information C4.2 Geotechnical Report</p> <p>Part 4: Appendices C5 Locality Map C6 Layout Drawings C7 Detail Drawings</p>										
C.1.4	<p>The employer's agent is:</p> <table border="1" data-bbox="293 992 1522 1234"> <tr> <td>Name:</td> <td>SRSQS Quantity Surveyors (Pty) Ltd</td> </tr> <tr> <td>Capacity:</td> <td>Principal Consultant</td> </tr> <tr> <td>Address:</td> <td>Corner John Voster & Karee Street, Southdown Office Park, Block D, Suite 13, Irene, Centurion, Gauteng</td> </tr> <tr> <td>Tel:</td> <td>012 – 665 2632</td> </tr> <tr> <td>E-mail:</td> <td>marito@srsqs.co.za</td> </tr> </table>	Name:	SRSQS Quantity Surveyors (Pty) Ltd	Capacity:	Principal Consultant	Address:	Corner John Voster & Karee Street, Southdown Office Park, Block D, Suite 13, Irene, Centurion, Gauteng	Tel:	012 – 665 2632	E-mail:	marito@srsqs.co.za
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C.2.1	<p>Only those tenderers who satisfy the following Eligibility/Minimum Criteria are eligible to submit tenders:</p> <p>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 4GB class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 4GB 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 4GB 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	<p>Acknowledge addenda</p> <p>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..</p>										
C.2.7	<p>For particulars regarding the compulsory bid clarification meeting, see Tender Notice T1.1</p>										

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: <u>Bid No: AM:001-22/23: RENOVATION, REFURBISHMENT AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK</u>
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: ".....elect to do so, <i>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 services, works or goods up to a Rand value of R50m including VAT:

	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																
		$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$																	
		Where: Ps = Points scored for price of tender under consideration; Pt = Price of tender under consideration; and Pmin = Price of lowest acceptable tender.																	
	B	Points to be awarded for B-BBEE status level of contributor:	No of Points																
		Level 1	20																
		Level 2	18																
		Level 3	14																
		Level 4	12																
		Level 5	8																
	Level 6	6																	
	Level 7	4																	
	Level 8	2																	
	Non-compliant contributor	0																	
<p>A maximum of 20 points may be allocated in respect of a tenderer's B-BBEE status level. The points scored by the tenderer in respect of B-BBEE status level will be added to the points scored for price as calculated in accordance with the formula above.</p>																			
C.3.11.1	<p>Functionality will be applied, and the below criteria is used to establish the minimum requirements where after bids will be evaluated solely on the basis of price and preference.</p> <table border="1"> <thead> <tr> <th>Functionality Criteria</th> <th>Max. no of points</th> </tr> </thead> <tbody> <tr> <td>1. Relevant Construction Experience</td> <td>35</td> </tr> <tr> <td>2. References from Clients / Consultants</td> <td>20</td> </tr> <tr> <td>3. Technical Capabilities</td> <td>20</td> </tr> <tr> <td>4. Project Execution Plan (PEP)</td> <td>20</td> </tr> <tr> <td>5. Contractor Locality</td> <td>5</td> </tr> <tr> <td>Total</td> <td>100 Points</td> </tr> <tr> <td>Minimum functionality score to qualify for further evaluation</td> <td>60 Points</td> </tr> </tbody> </table>			Functionality Criteria	Max. no of points	1. Relevant Construction Experience	35	2. References from Clients / Consultants	20	3. Technical Capabilities	20	4. Project Execution Plan (PEP)	20	5. Contractor Locality	5	Total	100 Points	Minimum functionality score to qualify for further evaluation	60 Points
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C.3.11.1	<p>The prompt for judgement and the associated scores used in the evaluation of functionality shall be as follows:</p> <table border="1"> <thead> <tr> <th>Score (Points)</th> <th>Prompt for judgement</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Failed to address the questions / issues.</td> </tr> </tbody> </table>			Score (Points)	Prompt for judgement	0	Failed to address the questions / issues.												
Score (Points)	Prompt for judgement																		
0	Failed to address the questions / issues.																		

	<table border="1"> <tr> <td data-bbox="295 248 443 349">20</td> <td data-bbox="443 248 1374 349">A detrimental response - answer / solution, limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.</td> </tr> <tr> <td data-bbox="295 349 443 465">40</td> <td data-bbox="443 349 1374 465">Less than acceptable - response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td> </tr> <tr> <td data-bbox="295 465 443 584">60</td> <td data-bbox="443 465 1374 584">Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.</td> </tr> <tr> <td data-bbox="295 584 443 678">80</td> <td data-bbox="443 584 1374 678">Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td> </tr> <tr> <td data-bbox="295 678 443 763">100</td> <td data-bbox="443 678 1374 763">Excellent – response / answer / solution gives real confidence that the tenderer will add real value.</td> </tr> </table>	20	A detrimental response - answer / solution, limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.	40	Less than acceptable - response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	60	Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.	80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.
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C.3.13.1	<p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality.</p> <p>A tenderer scoring below 60 points for functionality will be considered as DISQUALIFIED and discarded from further evaluation.</p> <p>In addition to the clauses in C3.13 tender offers will only be accepted by the Employer if:</p> <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> • 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. <p>The tenderer complies with the experience requirements as per clause C.2.1</p>										
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	<p><u>Tenderers must take particular note of the following tender conditions:</u></p> <ul style="list-style-type: none"> - 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 BBBEE. Failure to do so will result in zero points score for B-BBEE status level. - 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. - The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards B-BBEE Status Level of Contribution. - 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 Act 5 of 2000): - Preferential Procurement Regulations, 2017: The tenderer's attention is drawn to Form SBD 6.1 whereby Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. Failure to do so will result in zero points score for B-BBEE status level. Further, a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their certified consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender. - Tenderers must complete the Compulsory Enterprise Questionnaire (Form T2.2r). 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.
C.4.1	<p>Miscellaneous Special Conditions of Contract</p> <p>A bid specification must, <i>inter alia</i>, include the following conditions as Special Conditions of Contract:</p> <p>1. General</p> <ul style="list-style-type: none"> (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

	<p>points for <i>B-BBEE</i></p> <p>(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 <i>B-BBEE</i>, the successful <i>tender</i> will be the one scoring the highest score for <i>functionality</i>.</p> <p>(g) Should two or more <i>tenders</i> be equal in all respects; the award shall be decided by the drawing of lots.</p>
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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:

BID NO: AM:001-22/23 - RENOVATION, REFURBISHMENT AND UPGRADE OF THE EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK

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.¹

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
 AM: 001-22/23

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	<u>FINAL SUMMARY</u>	
1	PRELIMINARIES	34
2	BUILDING WORKS	113
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	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.

C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK
Bid No:	AM:001-22/23

	The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are in italicised in brackets</p>
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42.0	PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer: Amazwi South African Museum of Literature Postal address: 25A Worcester Street, Makhanda, 6139</p> <p>Tel: (046) 662-7042</p>
[1.2]	<p>Physical address: 25A Worcester Street, Makhanda, 6139</p>
42.1.2 [5.1]	<p>Principal Agent: Moffat Whitlock Architects Agent's service: Principal Agent Postal address: P.O. Box 88 Graaff Reinet 6280</p> <p>Tel: (049) 891 0998</p>

[41.0]	Where so :	
[31.11.2 #] [31.12.2#]	1) Interest rate legislation: a) In respect of interest owed by the employer , the interest rate as determined by the Minister of Justice and Constitutional Development, from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), will apply b) In respect of interest to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, (Act No 1 of 1999), will apply	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[11.2.#] [31.4.2 #]	2) Lateral support insurance to be effected by the contractor : 3) Payment will be made for materials and goods on site and in the ownership of the main contractor. Under no circumstances will deposits be paid for materials and goods	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#] [26.1.2 #]	4) Dispute resolution by litigation 5) Extended Latent defects liability period (12 months) applicable to the following elements: - all work done under electrical and mechanical and civil subcontracts	
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Five (5) working days.	
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion from the date that possession of the site is given to the contractor (including statutory holidays) and the penalty per calendar day : Contract Period: N/a	
42.2.8 [24.3.1] [30.1]	For the works in sections: The date for practical completion from the date that possession of the site is given to the contractor (including statutory holidays) and the penalty per calendar day : Section 1: Contract Period: 3 Calendar months (including Builders Shutdown) Penalty: 11,0c per R100 of the Contract Value, excluding VAT per calendar day Section 2: Contract Period: 3 Calendar months (including Builders Shutdown) Penalty: 11,0c per R100 of the Contract Value, excluding VAT per calendar day Refer to C3.1: Scope of Works for description of the works included in each section.	
42.2.9 [1.2]	The law applicable to this agreement shall be that of the Republic of South Africa .	
42.3	INSURANCES	
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 20% With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R (insert amount in words)	

	With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 20%
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R5 million With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the sum of R (insert amount in words) With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor Not applicable
42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (seventh edition 2015) and SANS 1200 Standard Specification for Civil Engineering Works
42.4.4 [15.1.1]	On acceptance of the tender the priced bills of quantities / lump sum document is to be submitted within 5 (five) working days
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No
42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto: 1) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 2) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 3) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 4) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 Alternative Indices: Not Applicable
42.4.7 [3.10]	Details of changes made to the provisions of JBCC standard documentation Clause 1.1 COMMENCEMENT DATE – means the date that the agreement , made in terms of the form of Offer and Acceptance, comes into effect.

CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer’s construction guarantee** form as selected in the **schedule**.

CONSTRUCTION PERIOD – means the period commencing on the date that possession of the site is given to the **contractor** and ending on the date of **practical completion**.

CORRUPT PRACTICE – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa and in particular:

- a) In respect of interest owed by the **employer**, the interest rate as determined by the Minister of the Justice and Constitutional Development, from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), will apply: and
- b) In respect of interest owed to the employer, the rate of interest 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 1 of 1999), will apply.

PRINCIPAL AGENT – means the person or entity appointed by the **employer** and named in the **schedule**. 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 a representative of the **employer** as named in the **schedule**.

SECURITY – means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or **telefax**. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 200 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3, 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

Damage to the works

- a) Without in any way limiting the **contractor’s** obligations in terms of the contract, the

contractor shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary

- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable 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, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH 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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 **Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** 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

10.7.2 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 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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 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 10.7.1; 10.7.2 and 10.7.3. 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

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

14.1 In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)

14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)

14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within fourteen (14) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

- 14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.3.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**
- 14.3.3 Within twenty-one (21) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**
- 14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**
- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected: **NOT APPLICABLE**
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) calendar days from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction guarantee** form included in the invitation to tender
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last **certificate of practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8

- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.6.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected: NOT APPLICABLE
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.2 The **security** as selected in terms of 14.0
- 15.1.4 Add 15.1.4 as follows:
An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days from **commencement date**
- 15.2.1 Under 41: Amend to read as follows:

"Give the **contractor** possession of the site within ten (10) working days of the **contractor** complying with the terms of 15.1.1; 15.1.2 and 15.1.4
- 17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"
- 20.1.3 No clause
- 21.0 No clause

- 22.2 Delete # next to 22.2
- 23.0 Add the following clauses 23.3 to 23.4
- 23.3 80% Of general labour required must be sourced from local community.
- 23.4 30% Of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors of the Employer) must be allocated to SMME subcontractors.
- 29.2.5 No clause
- 31.5.2 Security adjustments in terms of 14.0 and 31.8
- 31.6.5 Add the following as 31.6.5
- NO DEPOSITS** due by the Contractor to any supplier or sub-contractor for materials or equipment will be included in any valuation prior to the delivery to the site of such materials or equipment after which it will be treated as materials on site in terms of clause 31 of the Principal Building Agreement.
- 31.8 Amend as follows:
- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8.(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.
- 31.8(B) Where **security** is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments: NOT APPLICABLE
- 31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in



	<p>terms of 34.6 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p>
31.9	<p>Replace “twenty-one (21) calendar days” with “thirty (30) calendar days”. Should the Service Provider’s tax clearance certificate expire during the contract period the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon the date, the thirty (30) day period for due date of payment of the invoice shall commence.</p>
31.12	<p>Delete the following: “Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.”</p>
32.5.1 32.5.4 and 32.5.7	<p>Add the following to the end of each of these clauses: “...due to no fault of the contractor”</p>
33.2	<p>Add the following clauses 33.2.9 to 33.2.13:</p>
33.2.9	<p>the contractor’s failure or neglect to commence with the works on the dates prescribed in the contract</p>
33.2.10	<p>the contractor’s failure or neglect to proceed with the works in terms of the contract</p>
33.2.11	<p>the contractor’s failure or neglect for any reason to complete the works in accordance with the contract</p>
33.2.12	<p>the contractor’s refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p>
33.2.13	<p>the contractor’s estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p>
34.2	<p>Insert “#” next to 34.2</p>
34.8	<p>Delete the words “where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”</p>
34.13	<p>Replace “seven (7) calendar days” with “thirty (30) calendar days” and delete the words: “subject to the employer giving the contractor a tax invoice for the amount due”</p>
36.1	<p>Add the following clauses 36.1.3 to 36.1.5:</p>
36.1.3	<p>refuses or neglects to comply strictly with any of the conditions of contract</p>
36.1.4	<p>estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p>
36.1.5	<p>in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p>
36.3	<p>Remove reference to “No clause”, and replace “principal agent” with “employer”</p>
36.7	<p>Add the following: “Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the employer or the and contractor; or for any reason and whatsoever, the contractor shall on written instruction, discontinue with the 38.7 works on a date stated and withdraw himself from the site. The contractor shall not be</p>

	<p>entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever”</p> <p>37.3.5 Replace “ninety (90)” with “one hundred and twenty (120) and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: :”within one hundred and twenty (120) working days of completion of such report”</p> <p>40.2.2 under clause 41 – Replace “one (1) year” with “three (3) years”</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change “(10)” to “(15)”</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p> <p>41.1 Replace clause 41.1 with the following:</p> <p>State substitute provisions shall be applicable to this contract.</p>
42.0	PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR
42.1	The successful bidder will be required to submit an Approved Health and Safety File within 21 days upon receipt of the letter of award.
42.2	The successful bidder will be required to submit a letter of good standing from the compensation commission or FEMA within 21 days upon receipt of the letter of award.
42.3	100% Of unskilled and semi-skilled labour required must be sourced from local community.
42.4	30% Of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors of the Employer) must be allocated to SMME subcontractors. All subcontractors should be registered with the CIDB in the applicable class of work and designation.
	<p>POST-TENDER INFORMATION</p> <p>Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</p>
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>.....</p> <p>.....</p> <p>Postal address:</p>

	<p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax:</p> <p>E-mail:</p> <p>TAX / VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>								
42.5.2	<p>The accepted contract sum inclusive of tax is</p> <p>R.....</p> <p>Amount in words:</p> <p>.....</p> <p>.....</p>								
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim payment certificate: 15th of the month.</p>								
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input checked="" type="checkbox"/> Alternative B <input type="checkbox"/></p>								
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>								
42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 75%;">(1) cash deposit of 10 % of the contract sum</td> <td style="width: 25%;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(2) payment reduction of 10% of the value certified in the payment certificate</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>	(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								

42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from to															
42.6	DOCUMENTS															
42.6.1	Contract documents marked and annexed hereto:															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; padding: 5px;">Priced bills of quantities:</td> <td style="width: 25%; padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">Document marked as</td> </tr> <tr> <td style="padding: 5px;">Lump sum document:</td> <td style="padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">Document marked as</td> </tr> <tr> <td style="padding: 5px;">Guarantees:</td> <td style="padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">Document marked as</td> </tr> <tr> <td style="padding: 5px;">Contract drawings:</td> <td style="padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">Document marked as</td> </tr> <tr> <td style="padding: 5px;">Other documents</td> <td style="padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">(attach additional pages if more space is required)</td> </tr> </table>	Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)
Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)														
42.8	SIGNATURES OF THE CONTRACTING PARTIES															
	<p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory</p> <p>_____ Capacity of signatory</p> <p>for and behalf of the Employer who by signature hereof warrants authorization hereto</p> <p>_____ as Witness</p> <p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory</p> <p>_____ Capacity of signatory</p> <p>for and behalf of the Contractor who by signature hereof warrants authorization hereto</p> <p>_____ as Witness</p>															

C 1.3: FIXED CONSTRUCTION GUARANTEE-JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK
Bid No:	AM:001-22/23

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 _____ 200__

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:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK
Bid No:	AM:001-22/23

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	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or JV's (T2.2b)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Proposed Subcontractors (T2.2c)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Site Inspection Certificate (T2.2k)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Part A Invitation to bid (SBD1)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Interest (SBD4)	4 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference Points claim Form (SBD6.1)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration Certificate for Local Production (SBD 6.2)	4 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Bidder's Past Supply Chain Management Practices (SBD8)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Independent Bid Determination (SBD9)	4 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Summary of C2.2: Bills of Quantities (C1.1a)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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) (T2.2u)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CIPC Company Registration Certificate (T2.2v)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 (T2.2n)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Particulars of Electrical Sub-contract (T2.2o)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Plant and Equipment (T2.2p)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Imported Materials and Equipment (T2.2q)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2r)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional particulars (T2.2s)	5 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other certificates (T2.2t)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Data (C1.2)	17 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Applicable form of Guarantee (C1.3)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Priced Bill of Quantities (To be submitted with tender)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Priced Preliminaries (JBCC 2000) (To be submitted with tender)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional particulars concerning bidders (T2.2s)	5 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2a: RESOLUTION FOR SIGNATORY

Project title:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK
Bid No:	AM:001-22/23

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:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK
Bid No:	AM:001-22/23

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:

- * Delete which is not applicable
- NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- 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 _____

T2.2k: SITE INSPECTION CERTIFICATE

Project title:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK
Bid No:	AM:001-22/23

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: **26 September 2022**

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 presently employed by the state? **YES / NO**

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:

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

SBD6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

3.1. Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold for local production and content will be considered.

3.2. Table 1a: Minimum local content for Steel Value-added Products

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/ Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/ mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, Downpipes & Launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

3.3. Table 1b: Minimum local content for Primary Steel Products

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angels, I-Beams and H-Beams)	100%
Reinforcing bars	100%

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

.....

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB:

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.isp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

3. Declaration

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given

in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

EVALUATION OF LOCAL CONTENT

- a) A minimum local content 100% must be scored for local content.
- b) Failure to indicate minimum percentage (%) or not meeting the minimum percentage for local content will automatically invalidate the quotation for further consideration.
- c) If the raw material or input to be used for a specific item is not available locally, bidders should obtain authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid/quotation document at the closing date and time.

Local Content Declaration – Annexure C

SATS 1286.2011												
Annex C												
Local Content Declaration - Summary Schedule												
(C1) Tender No.											Note: VAT to be excluded from all calculations	
(C2) Tender description:												
(C3) Designated product(s)												
(C4) Tender Authority:												
(C5) Tendering Entity name:												
(C6) Tender Exchange Rate:	Pula		EU		GBP							
(C7) Specified local content %												
Calculation of local content								Tender summary				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
(C20) Total tender value								R 0				
Signature of tenderer from Annex B								(C21) Total Exempt imported content		R 0		
Date:								(C22) Total Tender value net of exempt imported content		R 0		
								(C23) Total Imported content		R 0		
								(C24) Total local content		R 0		
								(C25) Average local content % of tender				

D. Other foreign currency payments			Calculation of foreign currency payments							Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange						Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)						(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
Signature of tenderer from Annex B										
					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					
										This total must correspond with Annex C - C 23
Date:										

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
.1	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

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.

T2.2u CIDB Grading Certificate

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

T2.2v CIPRO Certificate

(TENDERER TO ATTACH CERTIFIED COPY)

T2.2n: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

T2.2p: SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2r COMPULSORY ENTERPRISE QUESTIONNAIRE

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 _____

T2.2s: ADDITIONAL PARTICULARS CONCERNING BIDDERS

Project title:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK
Bid No:	AM:001-22/23

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

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

.....
Signature

.....
Signature

.....
Signature

Date:

Date:

Date:

ONE-MAN BUSINESS

I, the undersigned
.....

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

.....
Signature

.....
Date

WORK CAPACITY

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

Skilled artisans employed. State categories and furnish numbers:

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

Unskilled labour employed. State categories an furnish numbers:

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

Full particulars of machinery, plant and workshops:

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

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

A. PRIVATE

	Project 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
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



T2.2t: OTHER CERTIFICATES, ETC TO BE PROVIDED BY TENDERER

Project title:	RENOVATIONS, REFURBISHMENTS AND UPGRADE OF EXISTING MUSEUM, OLIVE SCHREINER HOUSE, CRADOCK
Bid No:	AM:001-22/23

Tenderers are required to submit with their tender:

- Certified copies of ID Document/s
- Valid copy of B-BBEE Certificate
- Sworn Affidavit – B-BBEE Exempted Enterprise

NOTE: CERTIFICATES, ETC TO BE ATTACHED TO THE FOLLOWING PAGES BY TENDERER.



arts & culture

Department:
Arts and Culture
REPUBLIC OF SOUTH AFRICA



**(CERTIFIED COPIES OF ID DOCUMENTS TO
BE INSERTED BY
TENDERER)**



arts & culture

Department:
Arts and Culture
REPUBLIC OF SOUTH AFRICA



**(VALID COPY OF B-BBEE CERTIFICATE TO
BE INSERTED BY
TENDERER)**

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”	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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

T2.3 Functionality Criteria

The below criteria is used to establish the minimum requirements where after Volume 2 will be evaluated solely on the basis of price and preference.

A tenderer scoring below **60 points** for functionality will be considered as **DISQUALIFIED** and discarded from further evaluation.

Functionality Criteria	Max. no of points
1. Relevant Construction Experience	35
2. References from Clients / Consultants	20
3. Technical Capability	20
4. Project Execution Plan (PEP)	20
5. Contractor Locality	5
Total	100 Points

Minimum functionality score to qualify for further evaluation	60 Points
--	------------------

The prompt for judgement and the associated scores used in the evaluation of functionality shall be as follows:

Score (Points)	Prompt for judgement
0	Failed to address the questions / issues.
20	A detrimental response - answer / solution, limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.
40	Less than acceptable - response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
60	Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response / answer / solution gives real confidence that the bidder will add real value.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality.



No	Criteria	Evaluation Indicators	Applicable Value
1	RELEVANT CONSTRUCTION WORKS EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR CONSTRUCTION METHOD AND COMPLEXITY		
	Provide a descriptive list of all completed projects as well as projects currently being executed. NOTE: A portfolio of similar construction works, relevant project & project value to indicate key competencies requested above must be submitted together with other requested information.	No information submitted	0
		1 construction project at 100% completed OR 1 construction project currently being executed to 85% of project completion	5
		2 construction project at 100% completed OR 2 construction project currently being executed to 85% of project completion	15
		3 construction project at 100% completed OR 3 construction project currently being executed to 85% of project completion	25
		4 construction project at 100% completed OR 4 construction project currently being executed to 85% of project completion	35
	The portfolio must contain the following information: <ol style="list-style-type: none"> Name of project, Client information, Description of the project The value of the project Completion certificates or where projects are at 85% completion 		

No	Criteria	Evaluation Indicators	Applicable Value
2	REFERENCES FROM CLIENTS/CONSULTANTS FOR PROJECTS OF CONSTRUCTION METHOD AND OF GREATER VALUE.		
	A maximum of 4 reference letters from clients/consultants confirming your company's involvement, level of service and contact details for similar construction method and project value must be submitted. References must not be older than 3 years Each reference will be verified <u>Each reference letter will be evaluated on its own scoring a possible maximum of 5 points per letter.</u>	No reference letters	0
		1 reference letter from consultants and or clients for completed construction projects	5
		2 reference letters from consultants and or clients for completed construction projects	10
		3 reference letters from consultants and or clients for completed construction projects	15
		4 or more reference letters from consultants and or clients for completed construction projects	20

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
_____ 2022

Signature of Referee

<p>Company Stamp</p> <p>.....</p> <p>.....</p>

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

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: _____

E. 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					

F. Would you consider / recommend this tenderer again?

YES / NO

G. Any other comments:

H. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of
_____ 2022

Signature of Referee

<p>Company Stamp</p> <p>.....</p> <p>.....</p>

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

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: _____

I. 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					

J. Would you consider / recommend this tenderer again?

YES / NO

K. Any other comments:

L. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of
_____ 2022

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

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: _____

M. 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					

N. Would you consider / recommend this tenderer again?

YES / NO



O. Any other comments:

P. Contact Details:

Telephone Number: _____ Cell phone: _____

E-mail address: _____

Signed at _____ on this _____ day of
_____ 2022

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



No	Criteria	Evaluation Indicators	Applicable Value
3	TECHNICAL CAPABILITY		
	Provide CVs and recently certified copies (not older than 3 months) of qualifications of key persons and details of the company's leadership and in-house capacity for contract administration you intend to mobilize on this project. The key persons to include: - Construction supervisor (construction supervisor must have building work experience of at least 5 – 10 years or more, with a minimum of NQF level 6 or National Diploma in the Built Environment or higher qualification), and - Construction health and safety officer.	Construction Supervisor (No qualification)	0
		Construction Supervisor (3 years' experience with National Diploma in Building)	5
		Construction Supervisor (4 years' experience with National Diploma in Building)	10
		Construction Supervisor (5 years' experience with National Diploma in Building)	15
		Occupational Health and Safety officer (professionally registered, NOSA or related)	5

No	Criteria	Evaluation Indicators	Applicable Value
4	PROJECT EXECUTION PLAN (PEP)		
	Provide a detailed project execution plan and construction methodology including summary of major milestone deliverables, a detailed programme including the following: <ul style="list-style-type: none"> • Tasks (5 Points) • Duration (5 Points) • Milestones (5 Points) • Responsibilities (5 Points) 	None compliance	0
		Submission of detailed programme	20
		3 years relevant construction experience	15
		4 years relevant construction experience	20
		5 or more years relevant construction experience	25

No	Criteria	Evaluation Indicators	Applicable Value
5	MAIN CONTRACTOR LOCALITY		
	Provide proof of registered office in the Eastern Cape Province.	No registered office in Eastern Cape Province	1
		Registered office in the Eastern Cape Province	3
		Registered office in Inxuba Yethemba Local Municipality in Chris Hani District Municipality	5