

TENDER

TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT WORKS SCMU5-23/24-0074

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 02 NOVEMBER 2023

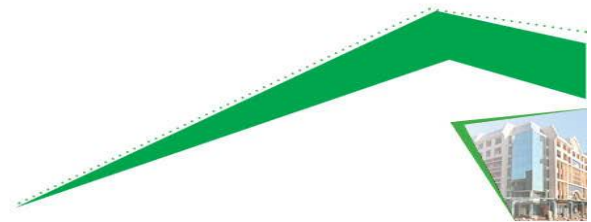
TIME: 11:00 am

Department of Public Works and Infrastructure
Independence Avenue
Qhasana Building
Bhisho
5605

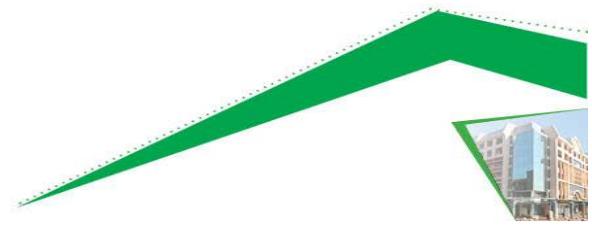


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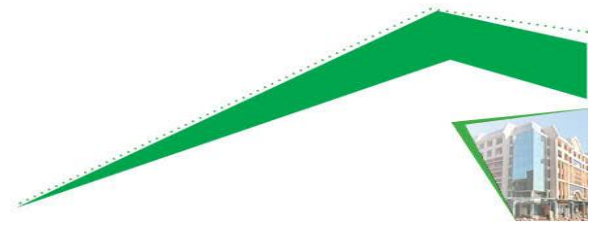
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THE TENDER



PART T1 TENDERING PROCEDURES



T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **7CE or higher** in the following Class of works (**CE**) to tender for **“TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT”** for **18 Months’** contract. The contract will be based on the GCC 2015, 3rd Edition and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) or from National Treasury’s tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **06 October 2023**. No bid documents will be available at departmental offices.

Below is a link containing a Bill of Quantities and other documents:

[SCMU5-23-24-0074](#)

There will be **non-compulsory** briefing meeting on **17 October 2023**, at **Tafalofefe Hospital, Centani**. Prospective bidders to meet **at the main entrance of the site at 10h00**.

Queries relating to the issue of these documents may be addressed in writing to SCM email: supply.chain@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to **Mr. M. Ngamlana**—email: Mkanyiseli.Ngamlana@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **02 November 2023**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked **“SCMU5-23/24-0074: “TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO**.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. BID EVALUATION:

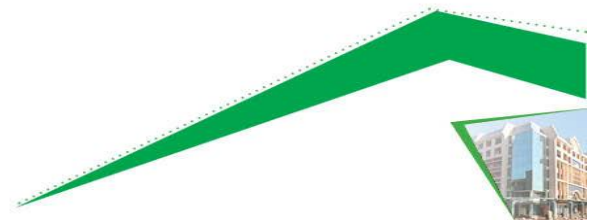
This bid will be evaluated in Two (2) phases as follows:

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

Phase Two: Bidders passing stage above will thereafter be evaluated on PPPFA.

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

Maximum points on price	-	90 points
Maximum points Specific Goals	-	10 points
Maximum points	-	100 points



C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The Department of Public Works and Infrastructure SCM policy applies.

Tender validity period is **120 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **“SCMU5-23/24-0074”**: **“TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO.**

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**

Email Address: supply.chain@ecdpc.gov.za

TECHNICAL ENQUIRIES

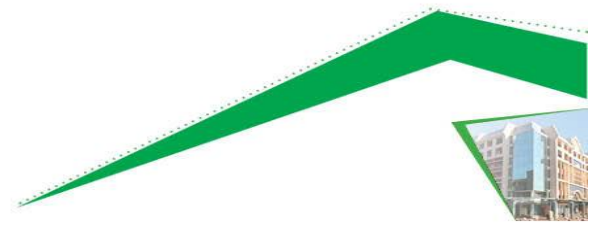
Mr. M. Ngamlana

Tel No: **040 602 4014**

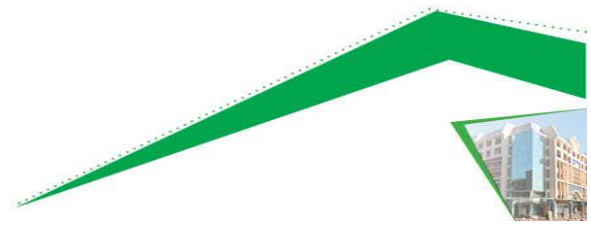
Email Address: Mkanyiseli.Ngamlana@ecdpc.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: **0800 701 701**



PART T1.2: TENDER DATA



T1.2 TENDER DATA

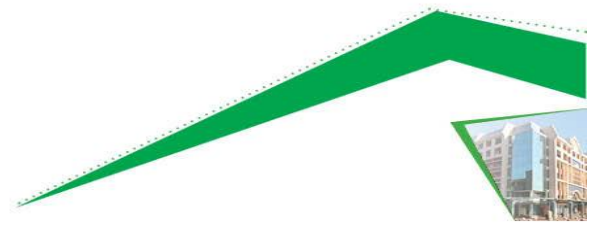
The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C** of **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.



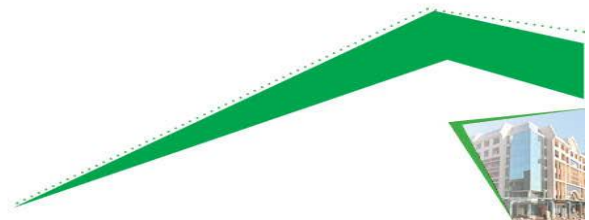
Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - CIDB Adjudicators Agreement</p> <p>C1.4 - Performance Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p>C2.3 - Pricing Summary</p> <p>Part C3: Scope of work</p> <p>C3.1 - Project Specifications: Civil and M&E</p> <p>C3.2 - Project Particular Specifications: Civil and M&E</p> <p>C3.3 - Electrical Surveillance Specification</p> <p>C3.4 - Electrical Specification</p> <p>C3.5 - Indoor Generator Specification</p> <p>C3.6 - Fire detection specification</p> <p>C3.7 - EMP</p> <p>C3.8 - EPWMP Specification</p> <p>C3.9 - Health and Safety Project Specification</p> <p>C3.10 - Drawing Register</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Mr Likhaya Nkonki</p> <p>Carifro Consulting Engineers</p> <p>6 Belgrave Road, Belgravia</p> <p>East London, 5201</p> <p>Tel: 043 743 8266</p> <p>Email: likhaya@carifro.com</p> <p>The employers Engineer is:</p> <p>Name: Mr JPC van Wyk</p> <p>CSE Consulting (Pty) Ltd</p> <p>First Floor, 7B Derby Road, Berea</p> <p>East London, 5241</p> <p>Tel: 043 726 3565</p> <p>Email: el@cse-consult.co.za</p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations



4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have 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) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 7CE or higher class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the grade 6CE class of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 7CE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	<p>The employer will compensate the tenderer as follows GCC 2015, 3rd Edition, The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
4.4	<p>Confidentiality and copyright of documents</p> <p>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.</p>
4.5	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.</p>
4.6	<p>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.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i></p>
4.9	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. 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.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.10	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.</p>



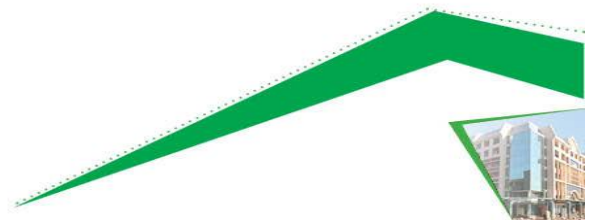
	Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO. Physical address: Independence avenue, Ground Floor, Qhasana Building, Bisho 5605 Identification details: SCMU5-23/24-0074: "TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT" Closing time and date: 02 November 2023 at 11:00
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does 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.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days . 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. 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. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders



	<p>If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state.</p> <p>Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy
5	Employer's undertakings
5.1	<p>The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time.</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.</p>
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .
5.4	Do not disclose to tenderers, or to any 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.
5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <ul style="list-style-type: none"> d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
5.6	<p>Arithmetical errors, omission and discrepancies</p> <p>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.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.



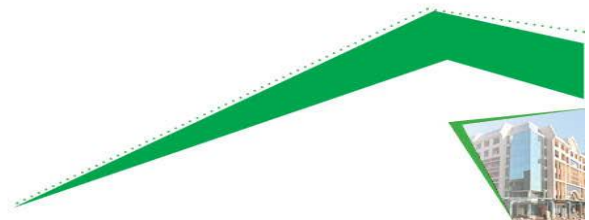
	<p>Table F.1: Formulae for calculating the value of A</p> <table> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1^a</th> <th>Option 2^a</th> </tr> <tr> <td>1</td> <td>Highest price or discount</td> <td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td> <td>$A = P / P_m$</td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td> <td>$A = P_m / P$</td> </tr> <tr> <td>a</td> <td colspan="3"> P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. </td> </tr> </table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
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2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																
5.7.2	<p>The procedure for the evaluation of responsive tenders is Method 2: Administrative, Price and Preference</p> <p>Phase 1: Administrative requirements and Mandatory requirements.</p> <p>Phase 2: Price and preference (90/10 system).</p>																
	<p>1. <u>PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></p> <p>A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Bid Document (This Document must be submitted in its original format) 2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). 4. Bidders must be a legal entity. 5. Form of offer and Acceptance (fully completed and signed) 6. SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1. 7. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit). 8. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s). 9. Resolution to Sign (if applicable) 10. Attendance of compulsory briefing meeting 11. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder. 12. Bidder must submit a proof that shows an experience on construction of water and waste water treatment plant. Failure to do so will lead to elimination. 																



	<p>B. Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 13. DPWI Policy applies. 14. Returnable Schedule: SBD1-Invitation to bid must be completed and signed 15. The bidder must be registered on the Central Supplier Database (CSD) prior the award 16. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 17. Declaration of Employees of the State or other State Institutions. 18. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 19. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 20. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 21. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J. 22. The Department will contract with the successful bidder by signing a formal contract. 23. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder. 24. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better. 25. DPWI Policy applies. 26. Protection of personal information: Consent (POPIA) 27. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties. 28. Contractor must commit to support and allocate to SMMEs (EME /QSEs which are at least 51% owed by Black people) within the Amatole District municipality region. The work packages to be implemented by the local SMMEs are already set or allocated in the Bills of Quantities of the project as provisional sum that a contractor will price only Profit and Attendance for. The responsibility to sub-contract with competent and capable sub-contractor's rests with the main contractor/supplier. Once awarded, to bring harmony on site, the department reserves the right to intervene in the selection of local sub-contractors or SMMEs on site. 								
	<p><u>2. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS / PPPFA OF 2022</u></p> <p>The 90/10 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and PPPFA Regulations of 2022</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>90</td></tr> <tr> <td>SPECIFIC GOALS</td><td>10</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <p>Please note:</p> <ol style="list-style-type: none"> 1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals. 	Criteria	Points	POINTS ON PRICE	90	SPECIFIC GOALS	10	TOTAL	100
Criteria	Points								
POINTS ON PRICE	90								
SPECIFIC GOALS	10								
TOTAL	100								



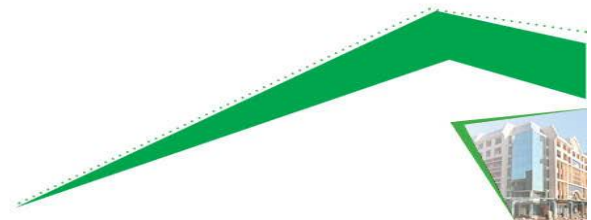
	<ol style="list-style-type: none"> 2. The Department intends to award this to the highest point scorer as whole, unless circumstances justify otherwise. 3. All information will be verified through CSD. 4. SBD 6.1 is attached. <p>The 90/10 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.
5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative, price and preference)
5.8	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) 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. f) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration 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. h) 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.



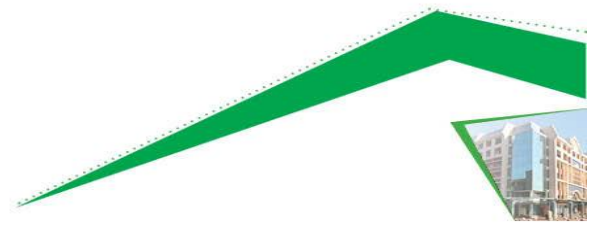
	<p>l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>m) The tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>n) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>o) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p>
	<p>p) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>q) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.



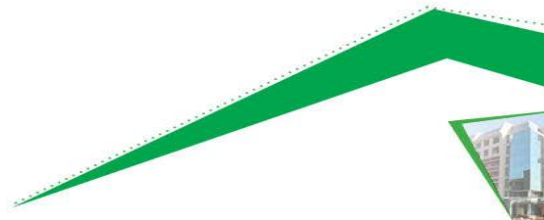
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> Record of Addenda to Tender Documents Proposed amendments and qualifications Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). SBD 1, 4, 6.1, . Protection of personal content: Consent Form of Offer and Acceptance Complete priced Bills of Quantities, including Final Summary Certificate of Authority for Joint Ventures
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> A CSD Report for a contractor with valid and correct information. A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <ul style="list-style-type: none"> In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender. In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
6	<p>Information and data to be completed in all respects</p> <p>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 nonresponsive.</p>
7	Canvassing and obtaining of additional information by tenderers



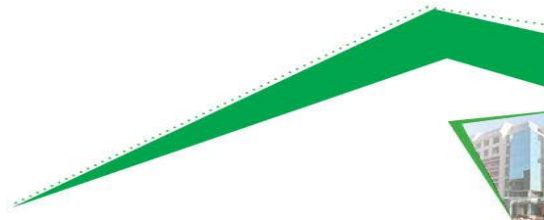
	<p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ol style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any Department or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ol style="list-style-type: none"> the name of that person; the capacity in which that person is in the service of the state; and the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>



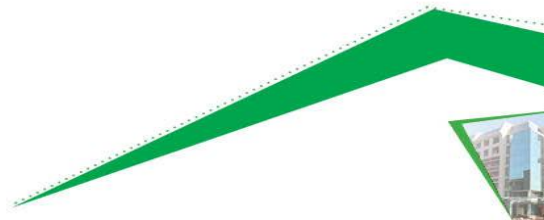
10	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the Adjudication route.</p>
15	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>



PART T2 RETURNABLE DOCUMENTS



PART T2: LIST OF RETURNABLE DOCUMENTS



T2 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

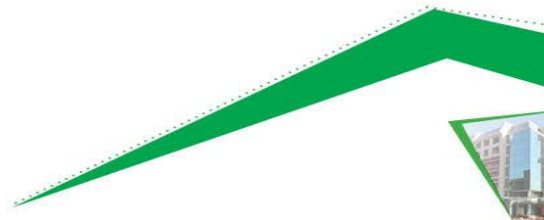
3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1,
- Protection of personal content: Consent
- Subcontract agreement (where applicable) or intent to sub-contract as per requirements.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-23/24-0074		CLOSING DATE:	02 NOVEMBER 2023	CLOSING TIME: 11:00
DESCRIPTION:	TAFALOFFE HOSPITAL: WATER AND WASTEWATER TREATMENT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DEPARTMENT OF PUBLIC WORKS, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BHISHO.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Mkanyiseli Ngamlana	
TELEPHONE NUMBER			TELEPHONE NUMBER	040 602 4014	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za		E-MAIL ADDRESS	Mkanyiseli.ngamlana@ecdpw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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]					
(a) 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]		a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE 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. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

SIGNATURE OF BIDDER:

.....

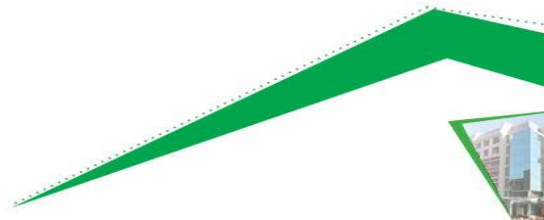
CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....



Compulsory Enterprise Questionnaire

A

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 SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 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:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that 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;
- 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
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

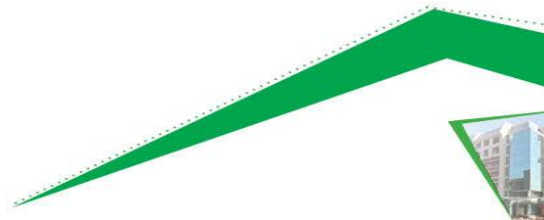
YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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



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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

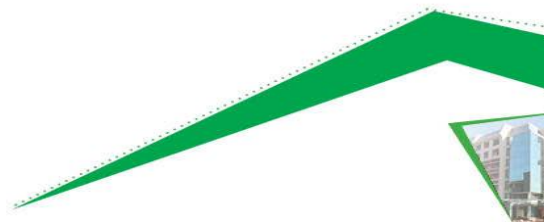
Signed

Date

Name

Position

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



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

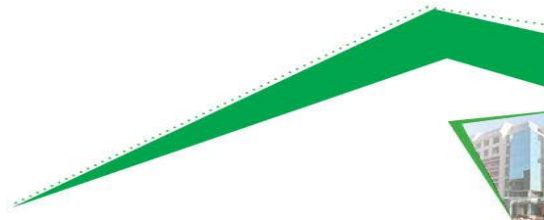
- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \textbf{80/20} & \textbf{or} & \textbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

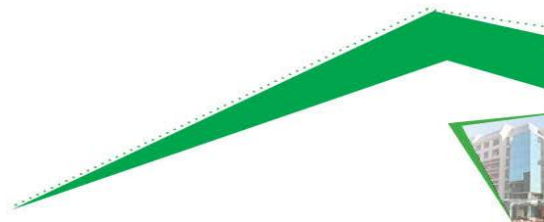
Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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



80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

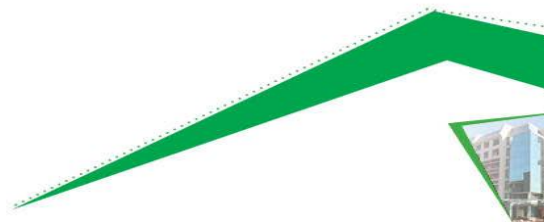
P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)



The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-			
	(a) 100% black ownership	6	
	(b) 51% to 99% black ownership	4	
	(c) Less than 51% black ownership	0	
Black women ownership:-			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
Black youth ownership:-			
	(a) 100% black youth ownership	4	
	(b) 30% to 99% black youth ownership	2	
	(c) Less than 30% black youth ownership	0	
People with disability:-			
	(a) 20% or more disabled people ownership	4	
	(b) Less than 20% disabled people ownership	0	
Locality:-			
	(a) Within the Eastern Cape	2	
	(b) Outside the Eastern Cape	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

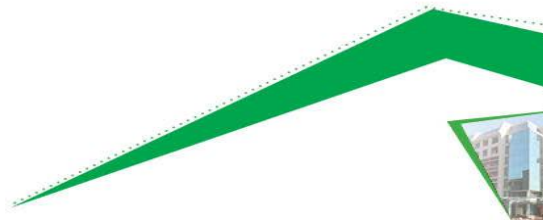
4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the



company/ firm for the preference(s) shown and I acknowledge that:

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

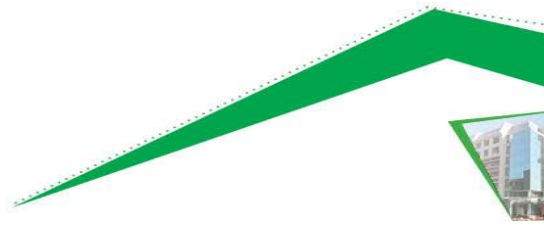
.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

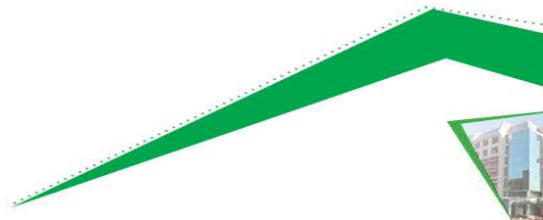
.....



T2.12 CSD REGISTRATION

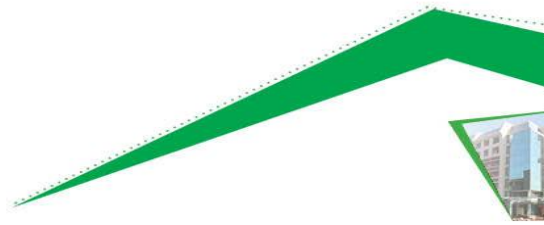
PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)



T2.13 CIDB REGISTRATION

**VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)**



T2.14 POPIA CONSENT

PROTECTION OF PERSONAL INFORMATION:

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

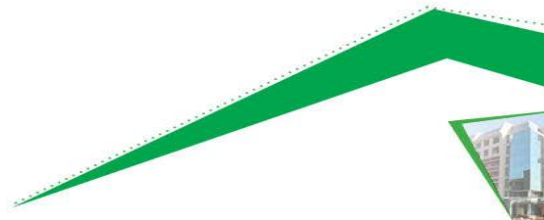
As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.



3. Bidder's Obligations

- a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

Signed _____

Date _____

Position _____

Name of Bidder _____

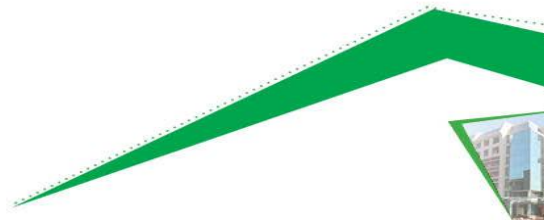
On behalf of the Client:

Signed _____

Date _____

Position _____

Name of Client Representative _____



T2.15 RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT		
SCMU NUMBER	SCMU5-23/24-0074		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

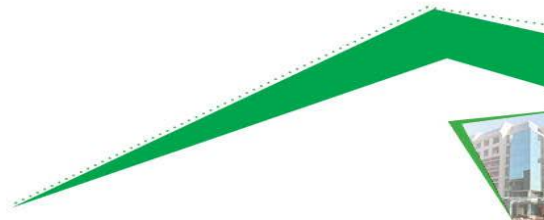
Signed

Date

Name

Position

Tenderer



T2.16 PROPOSED AMENDMENTS AND QUALIFICATIONS

PROJECT TITLE	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT	
SCMU NUMBER	SCMU5-23/24-0074	
<p>The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.</p> <p>The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.</p>		
Page	Clause /Item	Proposal
<p>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct</p>		

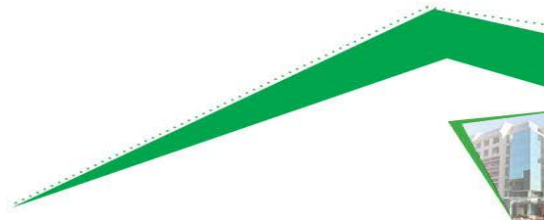
Signed

Date

Name

Position

Tenderer



T2.17 RESOLUTION FOR SIGNATORY

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 or on company letter head.

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: _____

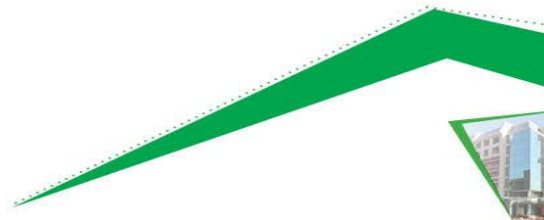
DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



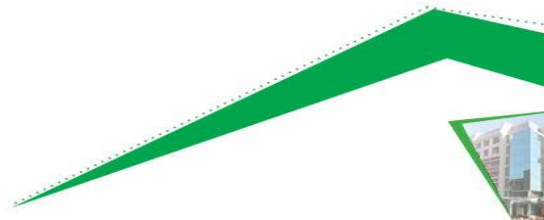
T2.18 RESOLUTION FOR JOINT VENTURE

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
, authorized signatory of the company
, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT	
SCMU NUMBER	SCMU5-23/24-0074	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature..... Name Designation.....
.....		Signature..... Name Designation.....
.....		Signature..... Name Designation.....
.....		Signature..... Name Designation.....



T2.19 SCHEDULE OF PROPOSED SUBCONTRACTORS

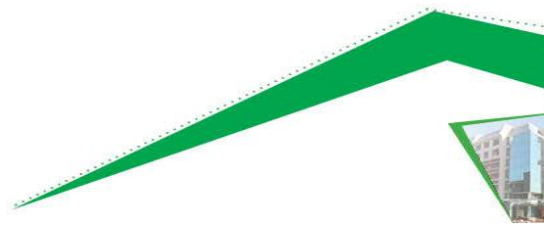
PROJECT TITLE	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU NUMBER	SCMU5-23/24-0074

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form**.

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 or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					



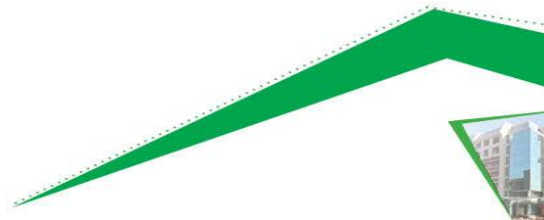
4					
5					

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.20 CAPACITY OF THE BIDDER

PROJECT TITLE	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU NUMBER	SCMU5-23/24-0074
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are ,employed for this project)</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Contract Manager		
	Site Agent		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

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

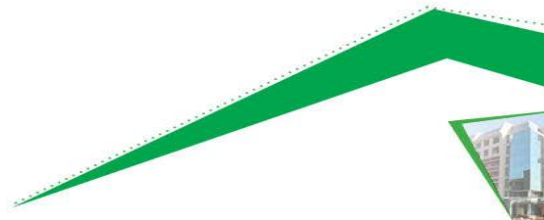
Signed

Date

Name

Position

Tenderer



T2.21 RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

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

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

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

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

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

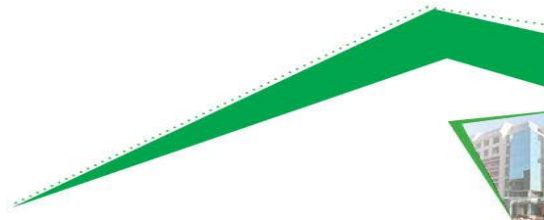
Signed

Date

Name

Position

Tenderer



T2.22 OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN Rands	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes)

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

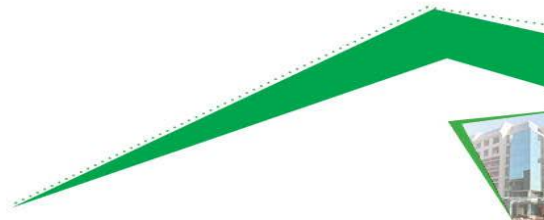
Signed

Date

Name

Position

Tenderer



T2.23 SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

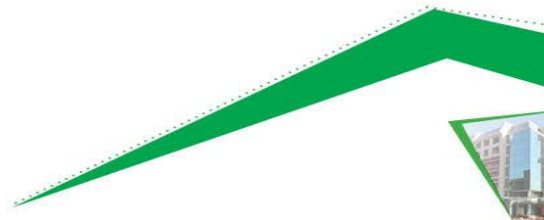
Signed

Date

Name

Position

Tenderer



T2.24 PROJECT REFERENCE FORM: 1

Project title:	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT
Project Number:	SCMU5-23/24-0074

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

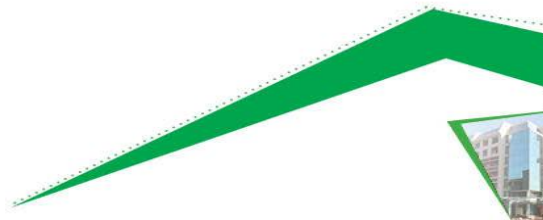
Contract value: _____

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO



C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023.

Signature of principal agent

COMPANY STAMP

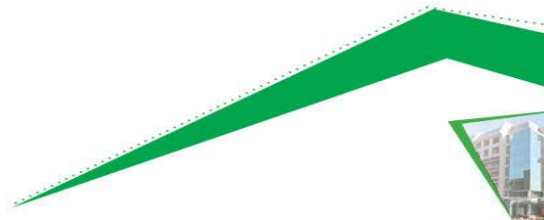
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



T2.25 PROJECT REFERENCE FORM: 2

Project title:	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT
Project Number:	SCMU5-23/24-0074

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

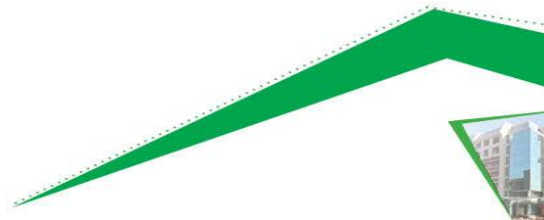
I, _____ (name and surname) of
 _____ (company name) declare
 that I was the Project Manager on the following building construction project successfully
 executed by _____ (name of tenderer):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO



C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023.

Signature of principal agent

COMPANY STAMP

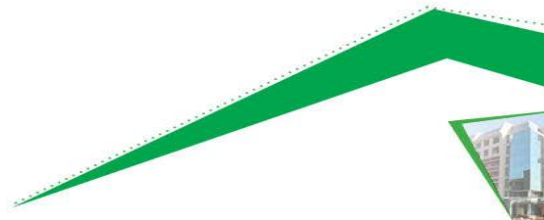
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



T2.26 PROJECT REFERENCE FORM: 3

Project title:	TAFALOFFE HOSPITAL: WATER AND WASTEWATER TREATMENT
Project Number:	SCMU5-23/24-0074

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

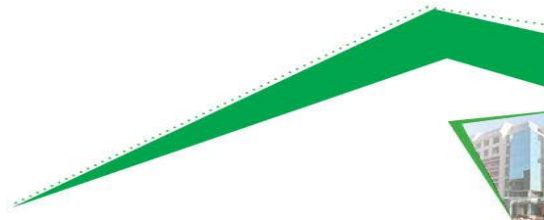
Contract value: _____

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO



C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023.

Signature of principal agent

COMPANY STAMP

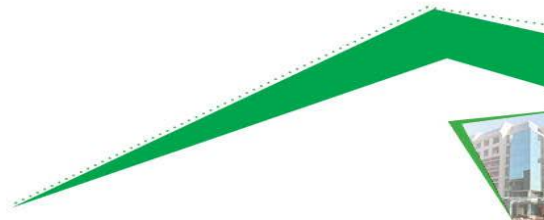
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date

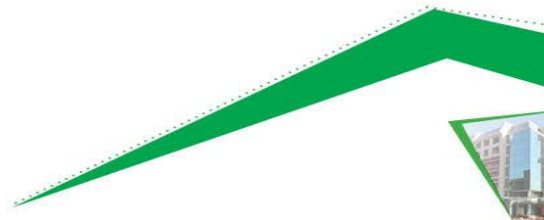


T2.27 BASELINE RISK ASSESSMENT

Project title:	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT
Project Number:	SCMU5-23/24-0074
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).



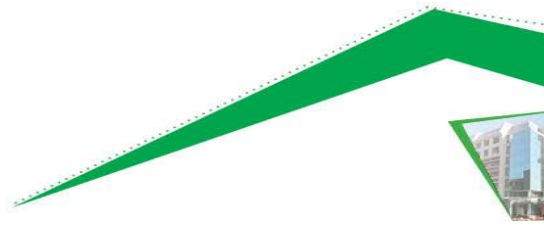
T2.28 EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT
PROJECT DESCRIPTION (SCOPE)	RENOVATIONS AND UPGRADING
SCMU NUMBER	SCMU5-23/24-0074
CONTRACTOR NAME:	

- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
1	Concrete	
2	Reinforcement	
3	Brickwork	
4	Brickwork Sundries	
5	Paints and coatings	
6	All pipes and fittings	
7	Plumbing Fittings	
8	Paving Blocks	
9	Gabions	
10	Stock fencing and poles	
11	Stormwater pipes	
12	Stormwater channels	
13	Water pipes	
14	Sewer Pipes	
	TOTAL	



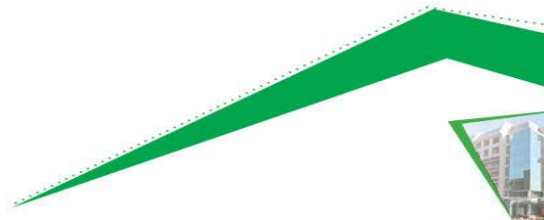
A. CONFIRMATION

1. I.....(**Contractor name**)
acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province,
from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used,
either in the form of delivery notes, tax invoices or any formal document which verifies that the material
or goods were sourced from an Eastern Cape based supplier or manufacturer.

Signature:

Date:

Representative of the Contractor (Name):



T2.29 PERFORMANCE GUARANTEE

In the event of the Tenderer selecting a method of Security that requires the participation of a third party, e.g. bank or insurance company, the tenderer must complete the details of the proposed institution below.

The tenderer must also attach a letter of undertaking from the institution that indicated their intent to issue the Guarantee in the amount for which the Guarantee must be. The Guarantee must be exactly according to the wording in the Tender Document which is in accordance with the pro-forma of GCC 2015, Third edition.

Proposed Institution Details:

Company Name:

.....

Contact Person:

.....

Address:

.....

.....

Telephone Number:

.....

E-mail Address:

.....

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

Signed

Date

Name

.....

Position

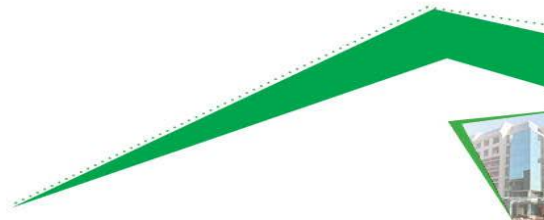
.....

Tenderer

.....

.....

.....



T2.30 PROCESS DESIGNER

The tenderer must attach the Curriculum Vitae of the person designated as the Process Designer on the Contract and that is involved with the this Tender that is in his employment or from the organisation that is being subcontracted for the purposes of designs of processes and equipment, technical knowledge of process chemistry, equipment design etc.

The tenderer must also attach a **Memorandum of Understanding** where both parties have given their undertakings to have entered a business relationship to secure the knowledge and services required for process designs, technical input, design and manufacturing of specialist components and processors and overseeing of the commissioning, operation and maintenance of the new systems.

The CV's must contain the following:

1. Full names and ID No (attach certified copy of ID)
2. Contact details, including e-mail, tel no, cell, postal address.
3. Tertiary education (attach certified copies of Diploma or Degree)
4. Professional registration if any (Attach certifies certificate)
5. Employment history. Describe the relationship with the company of the tenderer, e.g. permanent employment and start date, subcontracting since start date etc.
6. List of some of the most important project involved with.
7. Description of the technical knowledge and contribution that the person has made to the company, e.g. process design of plants etc.
8. CV of the company which will render the services.
9. Qualifications towards process design knowledge.
10. Memorandum of Understanding signed by all JV members and the Process Designer

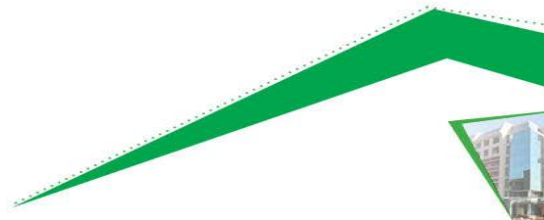
Insert the details of the person for which information is attached and for which points are claimed.

Name of Person	ID No	Education	Qualification / Registration

(The CV must be signed by the person and attested by a Commissioner of Oaths.)

Name of Tenderer:

Signature:



T2.31 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.

(b) 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.

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

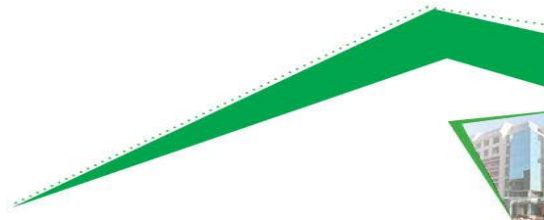
Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.32 WASTEWATER TREATMENT AND PLANT INFORMATION

The Tenderer must attach all the technical details of the following components to this page and complete the table below:

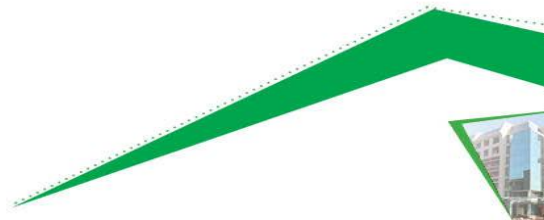
Item	Brief description and capacity where applicable
Blowers*	
Electrical Motors*	
Control Panel*	
Disinfection System*	
Flow Measurement System*	

*Please include data sheets and technical data on in a separately bound document.

Signed: _____ Date: _____

Name: _____ Position: _____

Enterprise Name: _____



T2.33 WATER PURIFICATION PLANT INFORMATION

With reference to Quality Point Scoring in accordance with Table A2, the tenderer must submit a complete technical proposal for the Water Purification Plant proposed to be installed and that has been priced in the Pricing Schedules. The submission must be prepared by the person designated as the Process designer on the Contract with whom and Memorandum of Understanding has been signed and attached to the technical submission. The submission must be stapled or bound together and included with the tender. Provide a summary of the process or system proposed in the space below:

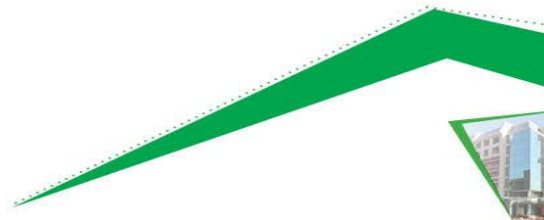
Brief Plant Description

If the technical aspects of the plant offered does not meet the specifications or in the opinion of the Engineer is not suitable or is of inadequate design. The Tenderer/Contractor will be instructed to modify or revise the design for the approval of the Engineer. This will be an express condition of Contract. Any additional costs for achieving approval of the plant and appurtenances will not be payable by the Employer and will be for the account of the Contractor.

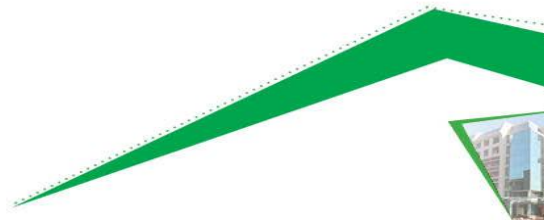
Signed: _____ Date: _____

Name: _____ Position: _____

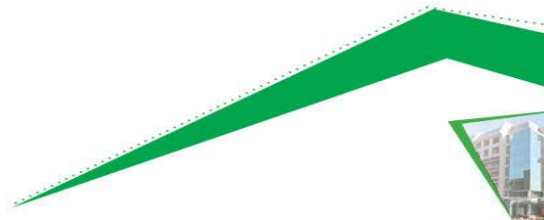
Enterprise Name: _____



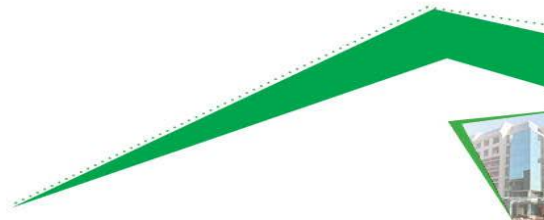
T2.34 COMPANY PROFILE (ATTACH HERE)



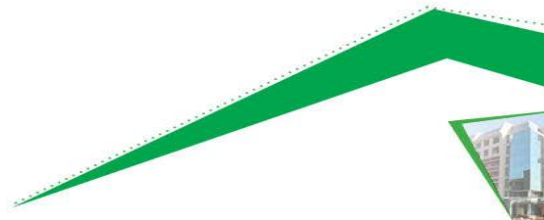
THE CONTRACT



PART C1 AGREEMENTS AND CONTRACT DATA



C1.1: FORM OF OFFER AND ACCEPTANCE



Annex C
(normative)

C1.1 FORM OF OFFER AND ACCEPTANCE

Project title	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU number	SCMU5-23/24-0074

OFFER

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

.....
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:

Name:

Capacity:

For the Tenderer:

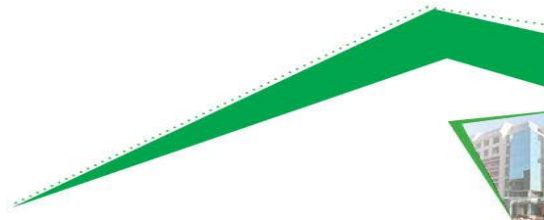
Name of organization:

Address of organisation:

Witness Name:

Date:

Signature:



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, Site Information and Drawings.

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 3 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: _____

Name: _____

Capacity: _____

For the Employer:

Name of organization: _____

Address of organisation: _____

Witness Name: _____

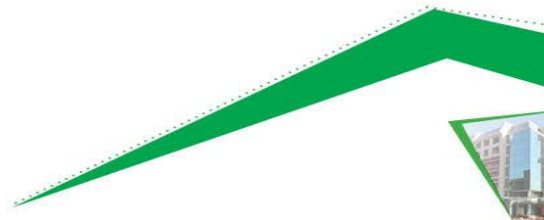
Date: _____

Signature: _____

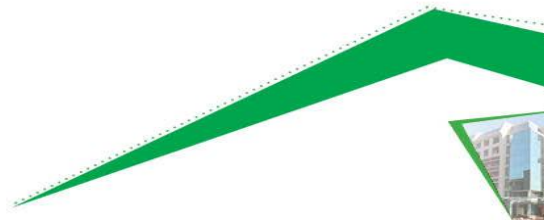
1	Subject Details	
2	Subject Details	
3	Subject Details	
4	Subject Details	

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation 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.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties



PART C1.2: CONTRACT DATA



C1.2: CONTRACT DATA

Project title	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU number	SCMU5-23/24-0074

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, are applicable to this contract and are obtainable from www.saice.org.za.

Copies of these conditions of contract may be obtained at the tenderer's own cost from the SAICE (Tel: 011-805 5947).

PART 1: CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) (hereafter also referred to as GCC), published by the South African Institution of Civil Engineering is applicable to this contract. The General Conditions of Contract are not bound into this document but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or from www.saice.org.za.

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

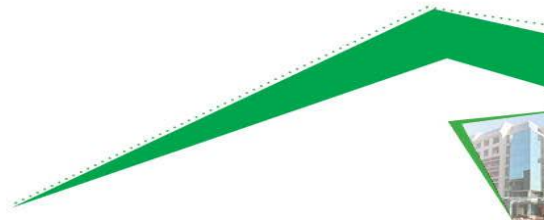
The numbers below following the "C" refers to the corresponding Clause in the GCC 2015 or an additional Clause if added:

CONTRACT SPECIFIC DATA

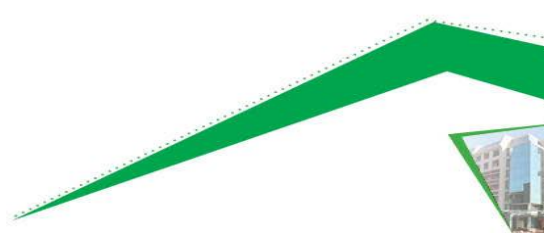
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

Compulsory Data:

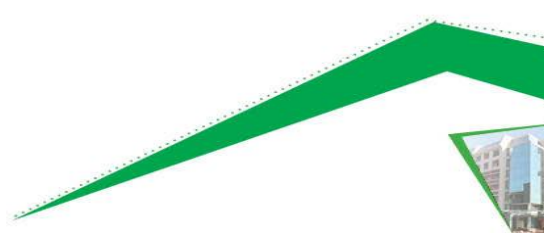
Clause	Description
1.1.1.5	The Commencement Date shall be the date on which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations if applicable or on any other date thereafter to which the Employer may agree to.
1.1.1.13	The Defects Liability Period is 12 months , measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion, from the Commencement Date is 18 months. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The Operation and Maintenance Period is 24 months, which follows directly after Practical Completion. The special non-working dates are stated in 5.8.1 are excluded from the above time for achieving Practical Completion.
1.1.1.15	Name of Employer is: EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE (DPW).
1.1.1.16	The Employer's Agent is a director of the appointed firm CSE Consulting (Pty) Ltd. The project Manager will be Carifro Consulting Engineers.



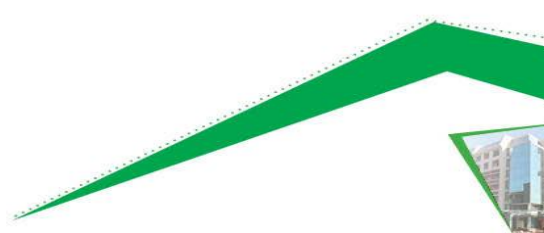
Clause	Description
1.1.1.17	Add the following to the clause: Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.
1.1.1.26	The pricing strategy is: Re-measurement Contract .
1.2.1.2	<p>The Employer's address for receipt of communications and notices is:</p> <p>Eastern Cape Department of Public Works and Infrastructure Qhasana Building Independence Avenue Bhisho 5605 Contact Person: Mr M Ngamlana</p> <p>The Employer's Agent for receipt of communications and notices is:</p> <p>Carifro Consulting Engineers 6 Belgrave Road Belgravia East London 5201 Contact Person: Mr Likhaya Nkonki</p> <p>CSE Consulting (Pty) Ltd 7B Derby Road Berea East London 5241 Contact Person: Mr JPC van Wyk</p>
3.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <p>2. Existing Clauses:</p> <p>5.7.2 Work at night as well as by day. 5.8 Non-working times. 5.12 Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions). 5.13 Reduction of penalty for delay. 5.14.2 The issue of a Certificate of Practical Completion. 5.14.4 The issue of a Certificate of Completion. 5.16.1 The issue of a Final Approval Certificate. 6.3 Variations. 6.6 Instruction to expend on Provisional and Prime Cost Sums. 6.11 Adjustment of General Items & Approval of Claims. 8.2.2.2 Order to repair and make good damage arising from any "excepted" risk.</p>
3.2.4	Safe Working Practice Occupational Health and Safety Group have been appointed as Client Agents on this contract in terms of the Construction Regulations, 2014, as promulgated in terms of the Occupational Health and Safety Act, 1993.



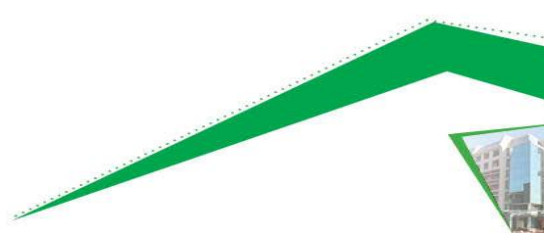
Clause	Description
4.3.3	<p>Add the following new clause: “Contractor’s Designer:</p> <p>The Contractor and his designer(s) shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.”</p>
4.4	<p>Clause 4.4 Subcontracting: “Clause 4.4.8 SME’s”</p> <p>Add the follow Clause It is part of the scope of this Contract that the Employer will call for tenders and appointment of Small and Medium-sized Enterprises (SME’s) to carry out the work for which provisional sums have been allowed in the Schedule of Quantities. These SME’s will be Domestic subcontractors to the Contractor and the cover of his Insurance Policies must include to cover these enterprises.</p> <p>The prices of the Contractor is deemed include for all risks, profit, training, oversight, co-ordination and management of the SME’s.</p> <p>The Contractor must deduct 10% retention monies from the payments to the SME’s until practical completion of their work has been to the specifications and approval of the Engineer, whichever is last. “</p>
4.5	<p>Minimum Requirements of Employees:</p> <p>Add the following to Subclause to Clause 4.11 – “Clause 4.11.3”</p> <p>Employees: The representatives or personnel of any subcontractors of the Contractor required to carry out any work required in terms of this contract, part time or full time, will be deemed to be an employee of the Contractor. These include persons that fulfill functions on site or elsewhere, directly involved with construction or elsewhere with design of components forming part of the scope of works.</p> <p>Specialized technical nature of the Works: Due to the specialized nature of the works to be taken in terms of construction, management and design and supply the following conditions will apply:</p> <p>The contractor must submit the CV’s that state, inter alia the qualifications, experience, and details of successfully completed project where the employee under question has performed the tasks or duties that he must execute for this Contract. This information must be submitted before site handover for approval by the Engineer. On request by the Engineer, the Contactor must present the employees at the office of the Engineer for interviews to ascertain their competence and suitability.</p>



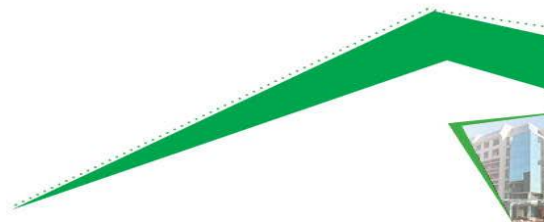
Clause	Description
	<p>Minimum requirements of employees:</p> <p>Construction Manager (Site Agent): The site agent must have at least a NQF 5 qualification directly relevant to the construction industry and a at least 7 years of experience in civil engineering construction of which at least 2 years in the position as Site Agent.</p> <p>The Site Agent must have experience in civil engineering construction that covers reservoirs or water treatment plants or wastewater treatment plants, retaining structures, or installations of services like sewers or water pipelines, or construction of pumping stations or other similar.</p> <p>Contract Manager: The Contracts Manager must have at least and NQF 5 qualification directly relevant to the construction industry and at least 10 years of experience in civil contracting of which at least 3 years in the position as Contract Manager.</p> <p>The Contract Manager must have experience in civil engineering construction that covers reservoirs or water treatment plants or wastewater treatment plants, retaining structures, or installations of services like sewers or water pipelines, or construction of pumping stations or other similar.</p> <p>The Contracts manager must also have experience as representative of the principal contractor on a project where the mechanical and electrical installations subcontractors was under his control. This includes water treatment plants, wastewater treatment plants or industrial processing plants.</p> <p>Specialist Mechanical and Process Designer: This Contractor must have in his employ experienced and qualified person(s) that has the theoretical contextual knowledge and experience to design biochemical processes for wastewater treatment and water purification plants. These persons must have at least a NQF 7 relevant qualification, and at least 15 years of experience and proof of the designs of plants that have been operational for at least 5 years. The Engineer may request to inspect these plants prior to granting approval for the plants and equipment that the Contractor proposes to install. The Contractor must ensure, prior to submission of his tender, that the owners of the plants consent to such inspections.</p> <p>The Process designer must liaise with the Engineer to seek approval of designs. He/ they must attend site meeting and inspections when required to do so. He/they must also be on site during commissioning of the systems included in the Works.</p> <p>He must also control and be involved in the monitoring of the systems after commissioning to ensure compliance, fault tracing when systems or equipment fails and modification to the system should it be required.</p> <p>He must also be experienced with the design and commissioning of the mechanical installations like pumps and blowers.</p>



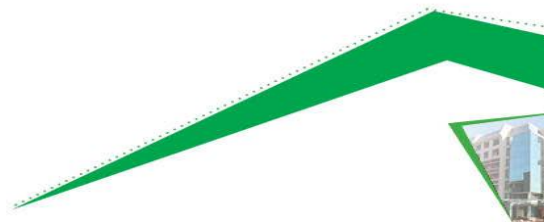
Clause	Description
	<p>Site Agent (Electrical): This employee must permanently present during the installation and commissioning of electrical systems and fire detections systems. He must be a Registered Installation Electrician.</p> <p>If the Engineer finds that any of the above Employees are lacking in experience or knowledge qualification or relevant registration, the Engineer may instruct the Contractor to remove the employee from the Works (site or elsewhere), who must then be replaced by an employee that meets the requirements.</p> <p>Tradesman: The Contractor must Employ the relevant registered tradesman to oversee and carry out the activities being undertaken, e.g. Pipe Layer, Registered Plumber, etc.</p> <p>During the installation testing and commissioning of the fire related installations the Contractor must have in his permanent employ a registered SAQCC Fire D&GS Gas Suppression Serviceman/commissioner.</p> <p>Failure to Comply: The site will not be handed over to the Contractor if the approval from the Engineer has not been obtained for the employees he proposes to use or the employees do not meet all the requirements.</p> <p>If the Contractor fails to submit the required information or fail to employ the required employees that meet the various requirements, the Contractor will be in breach of the Contract and the Employer may terminate the Contract in terms of Clause 9.2 and subclauses.</p> <p>Alternatively, if the Contractor fail to employ suitable employees or replace unsuitable employees, within 14 days, the Engineer may employ suitable persons on behalf of the Contractor and deduct to cost of the employment form the payment certificate of the Contractor. The Contractor will be required to efficiently utilize these persons in their company as employees. The Engineer and the Employer stands indemnified of any consequences of the employment of such employees."</p>
5.3.1	<p>The documentation required before Commencement of the Works are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	<p>The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed below to the Employer's Agent for his approval.</p> <p>Health and Safety Plan A health and safety plan in terms of Clause 7(1) of the Construction Regulations (February 2014).</p> <p>Initial Programme An Initial Programme of work in terms of Clause 5.6.</p> <p>Security A guarantee from an Insurance Company to be jointly and severally bound with the Contractor for an amount equal to five percent (5%) of the Contract Price. The wording of the Guarantee shall be identical to the pro forma included in this document.</p>



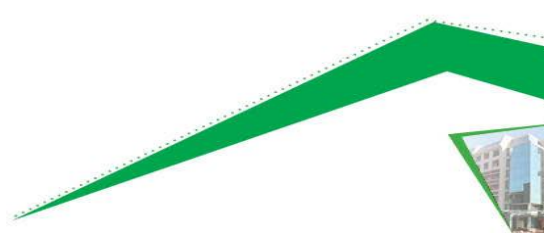
Clause	Description
	<p>Insurance Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data.</p> <ul style="list-style-type: none"> a) Proof of registration with the Department of Labor as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R5 000 000 for any one accident but the Contractor must assess the risk and provide for additional cover at his own cost; c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million but the Contractor must assess the risk and provide for additional cover at his own cost. e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. g) These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and O & M period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.
5.4.2	<p>Access to and possession of the Site shall not be exclusive to the Contractor.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.</p>
5.8.1	<p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00.</p> <p>Non-working days are Sundays and special non-working days are public holidays, election day of the local government elections and national elections (when applicable) and the official builder's holidays as defined by SAFCEC.</p>



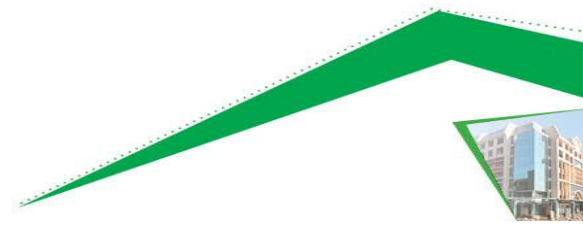
Clause	Description																																										
C5.12.2.2	<p>Abnormal Climatic Conditions (Rain Delays) – Add to following as Sub-clause 5.12.2.3:</p> <p>“Rainfall and the consequences thereof will not be considered as abnormal climatic conditions. Instead, the extension of time for completion for rainfall will be calculated as provided for below. The calculated extension is deemed to compensate for disruption and consequential wet conditions that effects progress of the Works.</p> <p>The extension granted will be calculated according to the following formula and data in the table:</p> <table><tr><th>Month</th><th>Nn (Days)</th><th>Rn (mm)</th></tr><tr><td>January</td><td>3.4</td><td>108.7</td></tr><tr><td>February</td><td>3.3</td><td>110.1</td></tr><tr><td>March</td><td>3.5</td><td>125.3</td></tr><tr><td>April</td><td>1.8</td><td>70.3</td></tr><tr><td>May</td><td>1.2</td><td>46.8</td></tr><tr><td>June</td><td>0.6</td><td>28.6</td></tr><tr><td>July</td><td>0.8</td><td>29.8</td></tr><tr><td>August</td><td>1</td><td>37.2</td></tr><tr><td>September</td><td>2.3</td><td>79.4</td></tr><tr><td>October</td><td>2.9</td><td>108.2</td></tr><tr><td>November</td><td>3.2</td><td>112.2</td></tr><tr><td>December</td><td>3.3</td><td>109.4</td></tr><tr><td colspan="2">TOTALS</td><td>965.9</td></tr></table> <div>$V = (Nw - Nn) + \frac{(Rw - Rn)}{x}$</div>	Month	Nn (Days)	Rn (mm)	January	3.4	108.7	February	3.3	110.1	March	3.5	125.3	April	1.8	70.3	May	1.2	46.8	June	0.6	28.6	July	0.8	29.8	August	1	37.2	September	2.3	79.4	October	2.9	108.2	November	3.2	112.2	December	3.3	109.4	TOTALS		965.9
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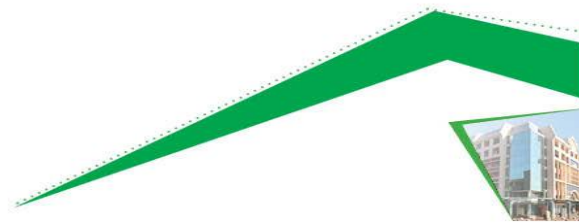
Clause	Description
	<p>If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The delay for a part of a month shall be calculated by substituting pro rate values for the variables in the equation.</p> <p>The symbols shall have the following meanings:</p> <p>V = Delay due to rain in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more per day has been recorded.</p> <p>Rw = Actual rainfall in mm for the calendar month under consideration.</p> <p>Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of 10 mm or more per day has been recorded.</p> <p>Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.</p> <p>$x = 10\text{mm}$</p> <p>The total delay that will be considered for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration. If the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(Nc - Nn)$ calendar days, where Nc = number of working days in the month under consideration.</p> <p>The factor $(Nw - Nn)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds 10 mm per day.</p> <p>The factor $(Rw - Rn) \div x$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed 10mm per day, but when wet conditions prevent or disrupt work.</p> <p>Accurate rain gauging's shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Engineer, and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.</p> <p>Should any doubts arise about the accuracy of rainfall measurements, the Engineer may at his discretion use rainfall records of the South African Weather Bureau taken at the station nearest to the site."</p> <p>Should any extension of time granted cause the time for completion to overlap with the special non-working days during the December and January builder holiday as defined in the Appendix that was not part of the contract period as at commencement, no additional time related General Items will be paid for this period, except proven costs involved for the maintenance of Insurances required in terms of the contract. The Preliminary and General allowances tendered will be deemed to allow for costs for the period of inactivity during the builder's holiday.</p> <p>Any other delays that fall on the critical path concurrent with the days calculated from the above will not be considered a delay."</p>



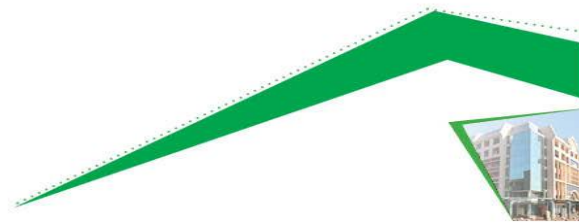
Clause	Description
5.12.2.4	Replace Clause 5.12.2.4 entirely with the following: “Any disruption which is entirely beyond the control of the Contractor except for unrest, disruptions, strikes, lockouts etc. that originate from the staff or labor of the contractor or his subcontractors.”
5.12.3	Replace Clause 5.12.3 entirely with the following: “If an extension of time is granted, the Contractor shall be paid additional time-related General Items in respect of plant, labor and supervision, including for special non- working days, if applicable and according to actual cost incurred where diminished resources and head office support was required. The Contractor must provide substantiating documentation on request, which may include pay slips, invoices etc.”
5.12.5	Add the following to Clause 5.12 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer’s Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of six normal working days, will be taken in account for the extension of time.
5.13.1	The penalties for failing to complete the Works shall be as follows: The penalty for failing to complete the works will be calculated as R 1.75 per R100.00 of the Contract awarded amount.
5.16.3	The latent defect period is 10 years.
5.14.5.5	Delete Clause 5.14.5.5 and replace with: “Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data. Insurance must also be carried for the Operation and Maintenance period for oversight over the nominated subcontractor”
6.2.1	Replace the wording “as selected” in Clause 6.2.1 with “as stated.” The security to be provided by the Contractor for each work assignment shall be: <ul style="list-style-type: none"> a) a performance guarantee of five percent (5%) of the Contract Sum, plus b) retention money amounting to five per cent (5%) of the Contract Price of which 50% will be returned upon Completion and the balance after expiry of the Defects Period of 12 months or Final Completion of the Works, whichever occur first. c) plus retention monies on amounts relating to work done during the Operation & Maintenance period of 10%, which will be reduced by 50% of the amount held in retention for these amounts at the anniversary of the date of Practical Completion. Retention will remain at 10% for the O & M period for the following year until reduction at anniversary again. There is no limit of retention money. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The performance guarantee shall be from an approved Insurance Company or Financial Institution to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data.”



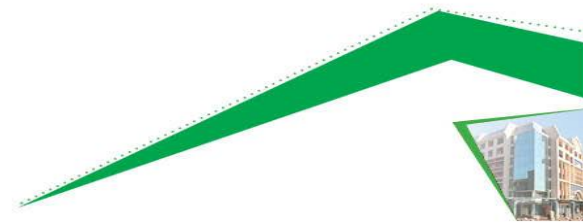
Clause	Description
6.2.2	<p>Replace the entire contents of Clause 6.2.2 with the following:</p> <p>"If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."</p>
6.2.3	<p>Replace the entire contents of Clause 6.2.3 with the following:</p> <p>"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the issue of the Certificate of Completion."</p>
6.8.2	<p>Contract Price Adjustment Factor:</p> <p><i>If the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor then:</i></p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The values of the coefficients are:</p> <p>a = 0.2 Labor b = 0.1 Contractor's equipment c = 0.4 Material d = 0.3 Fuel</p> <p><i>Please note that the total of all the coefficients must equal 1.0.</i></p> <p>The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa:</p> <ol style="list-style-type: none"> 1. "L" is the "Labor Index" and shall be the Stats SA Consumer Price Index PO141, Table E, All items (CPI Headline) 2. "P" is the "Contractor's Equipment Index" and shall be the Stats SA Construction Material Price Indices PO151.1, Table 4, Plant and Equipment. 3. "M" is the "Materials Index" and shall be the Stats SA Construction Material Price Indices PO151.1, Table 6, Civil Engineering Material, Total. 4. "F" is the "Fuel Index" and shall be the Stats SA Producer Price Index PO142.1 Table 1, Diesel. <p>The base month is the month prior to the tender closing date.</p>
6.10.1.5	<p>The percentage advance on materials on site not yet built into the Permanent Works is 80%. No materials stored off site will be applicable.</p>
6.10.3	<p>Replace the entire contents of Clause 6.10.3 with the following:</p> <p>"Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor."</p> <p>The percentage of performance guarantee and retention money will be as stated in the Contract Data.</p> <p>There is no limit on retention money.</p>



Clause	Description
8.3	Add the following to Clause 8.3: “The late delivery or availability of materials to be built into the works will not be considered an excepted risk. The Employer may grant an extension of time if delay is caused by this, but without an obligation to pay additional Costs or scheduled preliminary and general items.”
8.4.1.9	Add the following Clause to 8.4.1 as Clause 8.4.1.9: “Any loss or consequences related to the present Covid-19 pandemic and associated government regulations or change thereof during the contract.”
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is not required.
8.6.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is minimum R 2,000,000 but contractor to assess his risk and provide his cover for shortfalls.
8.6.1.2	If special risk insurance from SASRIA is not required, then: A coupon Policy for Special Risks Insurance issued by SASRIA is required.
8.6.1.3	The minimum limit of indemnity for liability insurance is R 100 000 000 but at the discretion of the Contractor to assess and increase.
8.6.1.4	Ground Support insurance required to a minimum of R 5 000 000 but the Contractor must assess and provide for additional cover at his cost if he so requires.
8.6.1.5	Furthermore, the insurance covers affected by the Contractor must also cover the O & M period.
8.6 8.6.1	Notwithstanding the provisions contained in the General Conditions of Contract regarding; Contractor in any way whatsoever, and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site Contract Works Insurance (including SASRIA Insurance) and Public Liability (Third Party) Insurance both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.

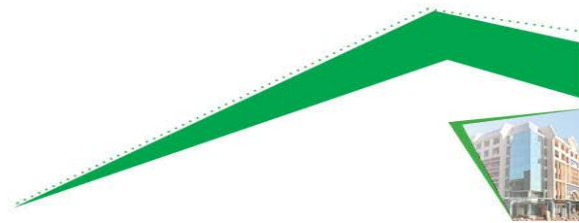


Clause	Description
9.2	<p>Termination by The Employer</p> <p>Add the following Subclause to Clause 9.2:</p> <p>“Clause 9.2.1.3.8 :</p> <p>Failed or continue or repeatedly fail to employ the persons or employees required in terms of Clause 4.11.3. “</p>
10.3.2	<p>Delete Clause 10.3.2 and add the following;</p> <p>Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.</p>
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is two (2).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
10.11	<p>Add the following additional clause:</p> <p>“Details to be confidential”</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer’s Agent.”</p>

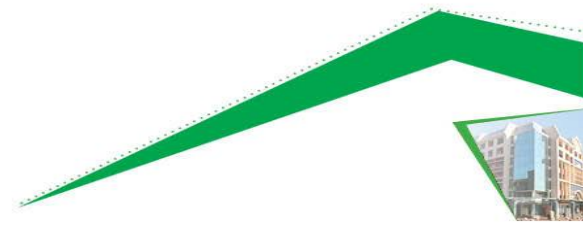


PART 2: DATA TO BE PROVIDED BY THE CONTRACTOR

Clause	Description
1.1.1.9	<p>The legal name of the Contractor is:</p> <p>.....</p> <p>.....</p>
1.2.1.2	<p>The Physical address of the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>The Postal address of the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>The contact numbers of the Contractor are:</p> <p>Telephone:</p> <p>Fax:</p> <p>The E-Mail address of the Contractor is:</p> <p>.....</p>



6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1" data-bbox="375 359 1419 865"> <thead> <tr> <th>Type of security</th><th>Contractor's choice (Indicate "Yes" or "No")</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 5% of the Contract Sum.</td><td></td></tr> <tr> <td>Fixed Performance Guarantee of 5% of the Contract Sum.</td><td></td></tr> <tr> <td>Retention of 5% of the value of the Works.</td><td>Not permitted</td></tr> <tr> <td>Cash deposit of*% of the Contract Sum plus fixed performance guarantee of*% of the value of the Works.</td><td></td></tr> <tr> <td>Fixed Performance guarantee of*% of the Contract Sum plus retention of*% of the value of the Works.</td><td>Not permitted</td></tr> </tbody> </table> <p><i>The values above calculated on the Contract Sum that includes 15% VAT. *Contractor to complete the percentages, subject to the total being equal or more than 5%. The total value of the Surety will be reduced by half of the Guarantee Sum upon issue of Practical Completion Certificate. "Retention monies, if any, that are held shall not exceed 5% of any amount due to a contractor. For work related to the O&M period the percentage will be 10%.</i></p>	Type of security	Contractor's choice (Indicate "Yes" or "No")	Cash deposit of 5% of the Contract Sum.		Fixed Performance Guarantee of 5% of the Contract Sum.		Retention of 5% of the value of the Works.	Not permitted	Cash deposit of*% of the Contract Sum plus fixed performance guarantee of*% of the value of the Works.		Fixed Performance guarantee of*% of the Contract Sum plus retention of*% of the value of the Works.	Not permitted
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Retention of 5% of the value of the Works.	Not permitted												
Cash deposit of*% of the Contract Sum plus fixed performance guarantee of*% of the value of the Works.													
Fixed Performance guarantee of*% of the Contract Sum plus retention of*% of the value of the Works.	Not permitted												
6.5.1.2.3	<p>The percentage allowance on the net cost of materials used in the completed work is as indicated in the Schedule of Quantities.</p> <p>The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is as indicated in the Schedule of Quantities. Dayworks rates that have been priced will override.</p> <p>The percentage allowance on the cost of plant is as indicated in the Schedule of Quantities, subject to the stipulations of Clause 6.5.1.3.</p>												
6.8.3	<p>The variation in cost of special materials is not permitted.</p>												



C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:.....
..... (name of company / organization) of
.....
.. (address) and (name of company /
organization) of
..... (address) (the Parties) and. ...
..... (name) of
.....
..... (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and
known as and
these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB
Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been
requested to act.

* Delete as necessary

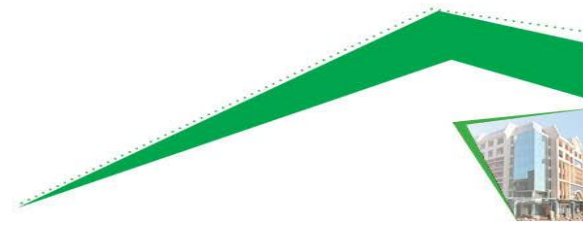
IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
Name: _____
who warrants that he / she is
duly authorized to sign for and
on behalf of the first Party in the
presence of

SIGNED by: _____
Name: _____
who warrants that he / she is
duly authorized to sign for and
behalf of the second Party in
the presence of

SIGNED by: _____
Name: _____
the Adjudicator in the presence
of

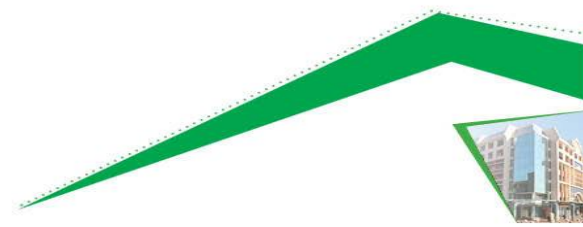


Witness	_____	Witness:	_____	Witness:	_____
Name:	_____	Name	_____	Name:	_____
Address:	_____	Address:	_____	Address:	_____
Date:	_____	Date:	_____	Date:	_____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



C1.4 PERFORMANCE GUARANTEE

Project title	TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU number	SCMU5-23/24-0074

PRO FORMA (Compulsory)

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

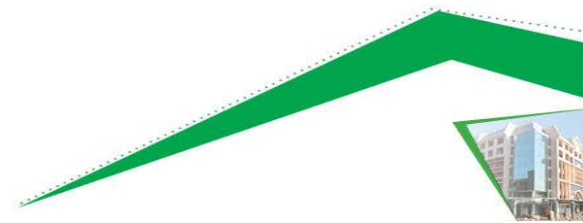
Amount in words:

Type of Performance Guarantee: Fixed

"Expiry Date" means: Date of Issue of Final Approval Certificate in terms of Clause 15.6

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works, Final Approval Certificate as defined in the Contract.



VARIABLE PERFORMANCE GUARANTEE (Not Applicable to this contract)

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

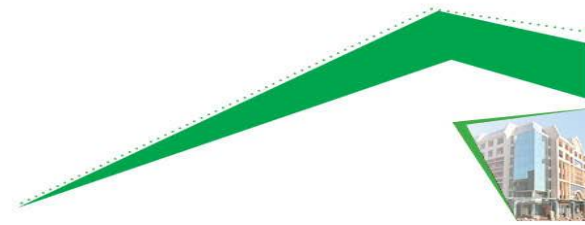
2.2 The Guaranteed Sum will be reduced by 50% from the date of issue of Practical Completion Certificate. The Employers Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Practical Completion Certificate has been issued.

2.3 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the issue of the Final Approval Certificate in terms of Clause 5.15 of the Contract, or the date of payment in full of the Guaranteed Sum, or the reduced value as stated in Paragraph 2.2 above if the Practical Completion Certificate has been issued, whichever occurs first.

2.4 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Final Approval Certificate has been issued.

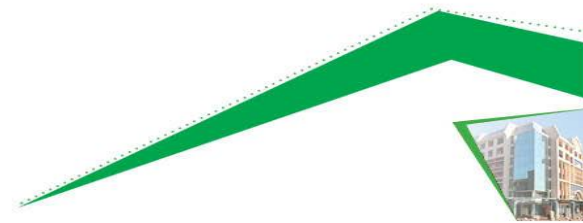
3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1.1 The Guarantor hereby acknowledges that:



Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.



- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.3, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's signatory (1):

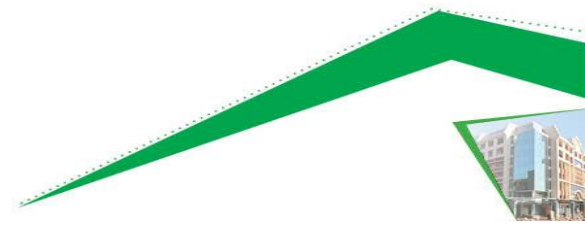
Capacity:

Guarantor's signatory (2):

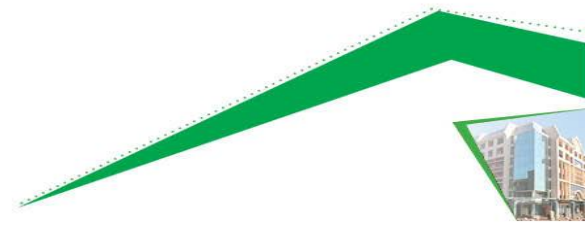
Capacity:

Witness signatory (1):

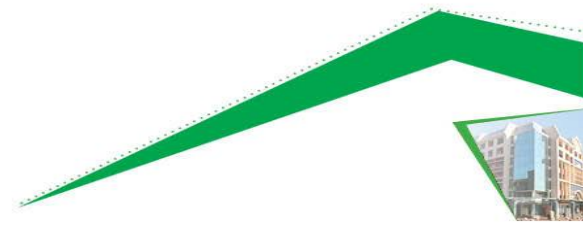
Witness signatory (2):



PART C2 PRICING DATA



PART C2.1: PRICING INSTRUCTIONS



C2.1 PRICING INSTRUCTIONS

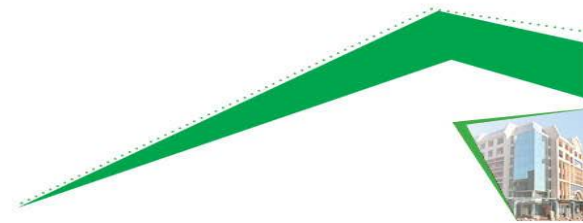
Project title	TAFALOFEFE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU number	SCMU5-23/24-0074

PREAMBLE TO SCHEDULE OF QUANTITIES:

1. The pages in the schedule of quantities are numbered continuously. The tenderer must check the pages before he submits his tender, and if any pages are missing, duplicated, or unclear or contain obvious errors, the engineer should be notified to have these errors rectified. Please note that the schedule of Quantities consist of schedules 1 to 4.
2. The Project Specifications, the General Conditions of Contract, the Contract Data, the special conditions of contract if any, the drawings, site information and notice(s) to the tenderers are to be read in conjunction with the schedule of quantities.
3. Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the 1990 issue of Civil Engineering Quantities. Should any requirements of the measurement and payment Clause of the applicable standardised specification, or the project specification, or the project or standard specification or section conflict with the terms of the schedule, or, when relevant, the said Civil Engineering Quantities, the requirement of the standardised project, or project specification section, as applicable shall prevail.

The measurement and payment Clauses of each specification, read together with the relevant Clauses of the project specification, set out what ancillary or associated activities are included in the rate for the operations specified.

4. Unless otherwise stated, items are measured nett in accordance with the drawings and specifications, and no allowance has been made for waste. All quantities are provisional, and payment will be made after the actual quantities have been measured on site after completion of the works and agreed to.
5. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the employer for the work described under each item. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liability, and obligations set forth or implied in the documents on which the bid is based. These prices and rates must be nett and not include value added tax. Value added tax must be added as a separate item on the summary page.



6. A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of R0-00. It will be accepted that items against which no price has been inserted are covered by other prices or rates in the schedule.
7. Arithmetical errors will be corrected in accordance with the Standard Conditions of Tender. (The tender price remains fixed and rates and prices are adjusted and balanced.)
8. The contractor must not order the quantities of materials stated in the schedule of quantities until he has confirmed from the construction drawings or measurement on site and with the engineer that such quantities are in fact the correct quantities.

9. Reference to Clauses in this and other documents and drawings are generally abbreviated as follow:

Document/ Source	Abbreviation
PS....	Project Specification
BS.....	Particular Specification
SABS/ SANS	SABS 1200 standardized specification
E765 -.....	Drawings
LI	Labour Intensive

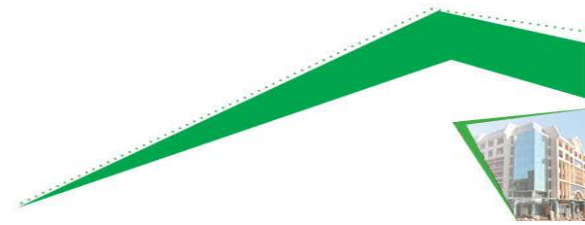
10. An ordinary number in the reference column refers to the standardized specifications. A letter followed by a number in the reference column refers to an applicable Clause of the project specifications or particular specifications.

The absence of a reference must not be construed that no specification is applicable. The tenderer must ensure that all the requirements of the project specifications and standard specifications are covered by the items and rates tendered. If he is of the opinion that a specific Item needs to be added, he must insert such an Item with a price or a rate as applicable. Therefore, the items in the schedule of quantities are considered to cover the project specifications entirely.

11. The attention of tenderers is drawn to the fact that the sections in the Schedule of Quantities are divided into four schedules as described in the Project Specifications. The sections are distinguished as follows Tenderers must transfer the totals of sections to the correct position in the Summary Page of the Schedule of Quantities.

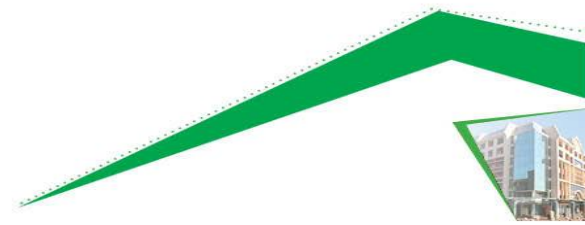
Prefix	Portion of Work
Schedule 1	Preliminary Section
Schedule 2	Civil Works
Schedule 3	Specialist M&E Installations
Schedule 4	Electrical and Controls
Schedule 5	Fire Detection and Fire Extinguishing

12. The tenderer must price and extend each item and total each section in the schedule of quantities in **BLACK INK**.

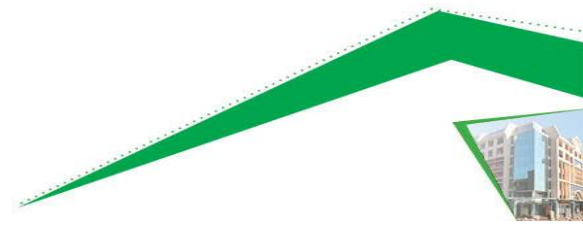


C2.2 SCHEDULES OF QUANTITIES

REFER TO ANNEXURE A



C2.3 PRICING SUMMARY

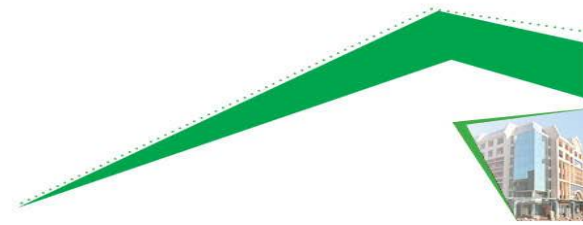


C2.3.1 SCHEDULE OF QUANTITIES:
TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU5-23/24-0074

SCHEDULE 1 : PRELIMINARY SECTIONS

Amounts in this Schedule of Quantities are to be transferred to Final Summary C2.3.6

Section	Name	Amount
1	Preliminary and General	
2	Occupational Health and Safety Regulations	
3	Daywork Schedule	
4	SMME Packages	
Total Schedule 1		R
ABOVE TOTAL TO BE CARRIED FORWARD TO C2.3.6: FINAL SUMMARY		

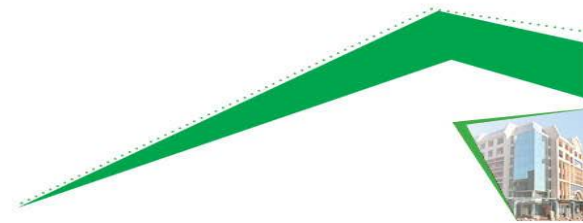


C2.3.2 SCHEDULE OF QUANTITIES:
TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU5-23/24-0074

SCHEDULE 2 : CIVIL WORKS

Amounts in this Schedule of Quantities are to be transferred to Final Summary C2.3.6

Section	Name	Amount
1	Site Clearance	
2	Earthworks	
3	Earthworks (Pipe Trenches) (Road Upgrade)	
4	Small Earth Dams	
5	Gabions and Pitching	
6	Concrete (Structural)	
7	Medium Pressure Pipelines	
8	Bedding (Pipes)	
9	Cable Ducts	
10	Sewers	
11	Stormwater Drainage	
12	Fencing	
13	Segmented Paving	
Total Schedule 2		R
ABOVE TOTAL TO BE CARRIED FORWARD TO C2.3.6: FINAL SUMMARY		

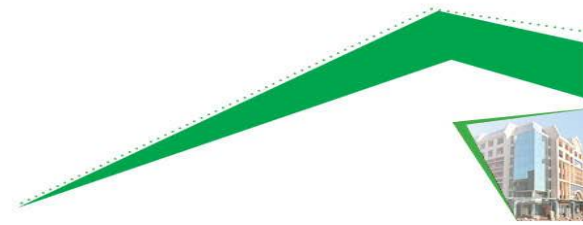


C2.3.2 SCHEDULE OF QUANTITIES:
TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU5-23/24-0074

SCHEDULE 3 : SPECIALIST MECHANICAL AND ELECTRICAL INSTALLATIONS

Amounts in this Schedule of Quantities are to be transferred to Final Summary C2.3.6

Section	Name	Amount
1	Wastewater Treatment	
2	Water Purification Plant	
3	Operation and Maintenance	
Total Schedule 3		R
ABOVE TOTAL TO BE CARRIED FORWARD TO C2.3.6: FINAL SUMMARY		

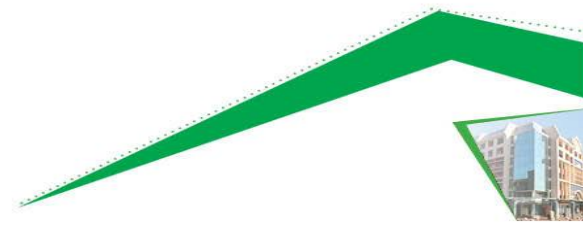


C2.3.2 SCHEDULE OF QUANTITIES:
TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU5-23/24-0074

SCHEDULE 4 : ELECTRICAL AND CONTROLS

Amounts in this Schedule of Quantities are to be transferred to Final Summary C2.3.6

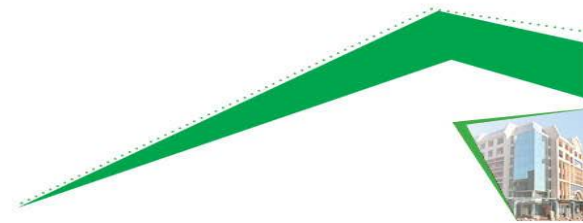
Section	Name	Amount
1	Preliminaries and General	
2	Field Instrumentation	
3	Motor Controls and Communication	
4	Cables, Trenches and Cable Trays	
5	Luminaires, Wiring, Conduits and Accessories	
6	Lightnin Protection System	
7	Standby Generator Set	
8	CCTV System	
9	Sundry Items	
Total Schedule 4		R
ABOVE TOTAL TO BE CARRIED FORWARD TO C2.3.6: FINAL SUMMARY		



C2.3.5 SCHEDULE OF QUANTITIES:
TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT
SCMU5-23/24-0074

SCHEDULE 5 : FIRE DETECTION AND FIRE EXTINGUISHING
Amounts in this Schedule of Quantities are to be transferred to Final Summary C2.3.6

Section	Name	Amount
1	Preliminary and General	
2	Analogue addressable Fire Alarm System	
3	Fire Fighting Equipment	
Total Schedule 5		R
ABOVE TOTAL TO BE CARRIED FORWARD TO C2.3.6: FINAL SUMMARY		



C2.3.6: FINAL SUMMARY

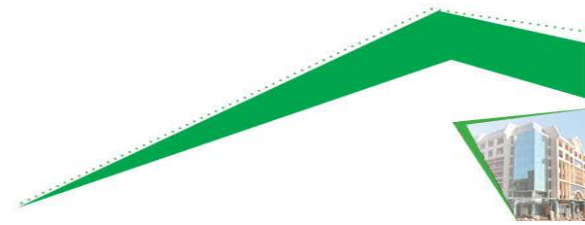
TAFALOFEE HOSPITAL: WATER AND WASTEWATER TREATMENT

SCMU5-23/24-0074

SCHEDULE OF QUANTITIES : FINAL SUMMARY

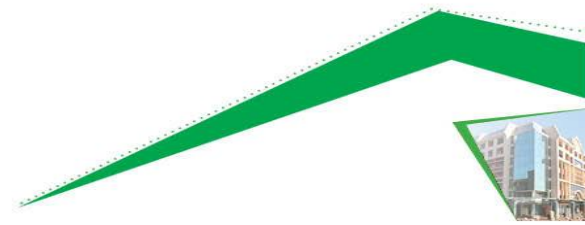
Amounts in this Final Summary are transferred to Form of Offer and Acceptance C1.1

Section	Name	Amount
Schedule 1	Preliminary Sections	R
Schedule 2	Civil Works	R
Schedule 3	Specialist Mechanical & Electrical Installations	R
Schedule 4	Electrical and Controls	R
Schedule 5	Fire Detection and Fire Extinguishing	R
Sub Total		R
Add: Contingency Amount		R 4,000,000-00
Sub total		R
Add: Allowance for Contract Price Adjustment		R 2,500,000-00
Sub total		R
Add 15% Value Added Tax to sub-total		R
TOTAL CARRIED FORWARD TO C1.1: FORM OF OFFER AND ACCEPTANCE ON PAGE 94 R		

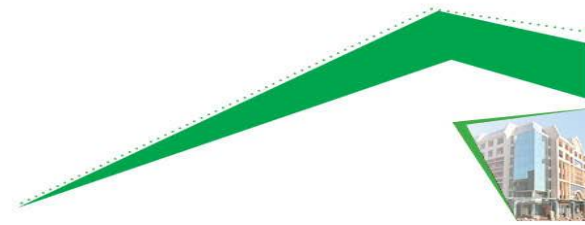


PART C3 SCOPE OF WORKS

REFER TO ANNEXURE B



ANNEXURE A



ANNEXURE B