

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT

SINGLE VOLUME APPROACH
PART ONE

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

Electrical Engineer

CA du Toit Pty Ltd
PO Box 863
Westville
3630

031 266 9608 - Tel Number
031 266 9624 - Fax Number
pierre@cadutoit.co.za

Employer:

Head: Public Works
KZN Department of Public Works
Private Bag X 9041
PIETERMARITZBURG
3200

Tel Number: 033 355 5527
Fax Number: 033 355 5604

Region:

Head Public Works: Operations
KZN Department of Public Works
X9041
Pietermaritzburg
3200

Tel Number: 033 355 5527
Fax Number: 033 355 5604

Tender Number: ZNTM 01190W
CIDB Grading: N/A
ECDP Number: N/A

Project Code: 056794; 055620
Document Date: As Per Tender Advert
Contract Period: 36 Calendar Months

Contracting Party: _____
CIDB Registration Number: _____ N/A
ICASA Radio Dealer Licence Number: _____
Central Suppliers Database Registration Number: _____

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network



KWAZULU-NATAL PROVINCE
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IMPORTANT NOTICE TO TENDERERS

Any reference to words Tender or Tenderder herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer. These forms are for internal and external use for the KZN Department of Public Works, Provincial Administration of KwaZulu-Natal.

"Quality" shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

No alternative Tenders will be accepted.

The Total (Including Value Added Tax) on the Final Summary of the Bill of Materials must be carried to the "Offer" part only of the Form of Offer and Acceptance - T2.21

"Enterprise" shall mean the legal Tendering Entity or Tenderer who, on acceptance of the Offer, would become the contractor"



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THE TENDER



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PART T1. - TENDER PROCEDURES



KWAZULU-NATAL PROVINCE
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T1.1 - TENDER NOTICE AND INVITATION TO TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER			
THE KZN DEPARTMENT OF PUBLIC WORKS INVITES TENDERS FOR THE PROVISION OF:			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620
Advertisement date:	To be determined	Closing date:	As Per Tender Advert
Closing time:	11:00	Validity period:	84 Calender Days

CIDB Requirements are not applicable to this contract.

<input checked="" type="checkbox"/>	Tender document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<input checked="" type="checkbox"/>	Tax Compliance Status (TCS) PIN number and Tenderder's or entity tax reference number.
<input checked="" type="checkbox"/>	Contractor's Safety, Health and Environmental Declaration.
<input checked="" type="checkbox"/>	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
<input checked="" type="checkbox"/>	Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)
<input checked="" type="checkbox"/>	Certified Proof of UIF Registration (Attach) (T2.24)
<input checked="" type="checkbox"/>	Financial Standing and other resources of Business Declaration (T2.8)
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire (T2.18)
<input checked="" type="checkbox"/>	Tenderers must meet the requirements of the Mandatory Criteria (T2.34) first before they can be considered for price and preference by means of specific goals
<input checked="" type="checkbox"/>	Invitation to Tender - SBD 1

Please note the following for POPIA:

By submitting this tender, I hereby acknowledge consent that the KZN Department of Public Works, may, from time to time, collect/store/use/destroy/delete/share or otherwise process my Company and Director's/Shareholders personal information as the context or circumstances may require and as contemplated in terms of POPIA. ☐ (TICK)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

Name of Tenderer: _____

Postal Address: _____

Street Address: _____

Telephone Number CODE _____ NUMBER _____

Cellphone Number: _____

Facsimile Number: CODE _____ NUMBER _____

E-mail Address: _____

VAT Registration Number: _____

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING YES ☐ or NO ☐ (T2.19)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES ☐ or NO ☐

This tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022:

☒ 80/20 Preference point scoring system ☐ 90/10 Preference point scoring system

Price:		80 points
1. The Specific Goal/s Allocated Points in terms of this tender:		
Preference points system: Preferences are offered to Tenderder's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:		
No	Specific Goal	Number of Points Allocated
1	Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	10
2	Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s	10

2. Other specific goals (according to the PPPFA):			
(a)	Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b)	0	0	Points
(c)	0	0	Points
(d)	0	0	Points
Total must equal 10 or 20 points		20	Points

Notes:

- 1 The successful Tenderer will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Tenderers should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The Tender box is generally open during official working hours.
- 5 All Tenders must be submitted on the official forms – (Not to be re-typed)
- 6 This Tender is subject to the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.

Open only the financial proposals of tenderers who, in the Functionality evaluation score, have more than the minimum number of points for Functionality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose non-financial proposals failed to achieve the minimum number of points for Functionality.

THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:

Tender documents may be collected during working hours at the following address :

191 Prince Alfred Street

A non-refundable tender deposit of R500 is payable as per the tender advertisement , on collection of the Tender documents. The Tenderers must deposit the the above amount into the Department's bank account. The Account details are:

Account Name: KZN PROV GOV-WORKS
Bank Name: STANDARD BANK
Account Number: 052106446
Bank Code: BUSINESS CHEQUE
Reference No: Ref No 14019605

The Tenderer must attach the account statement with above reference, to this Tender as proof of payment of the deposit.

COMPULSORY CLARIFICATION MEETING

A Compulsory clarification Meeting with representatives of the Employer will take place as follows:

As per Tender Advertisement

on: **As per Tender Advertisement**

QUERIES REGARDING THE TENDERING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:

DOPW Project Manager:	Mr. S. Mathonsi	Telephone no:	033 355 5527
Cell no:	081 295 7747	Fax no:	033 355 5604
E-mail:	simiso.mathonsi@kznworks.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic, posted and / or late tenders will **not** be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the **Tender Data document**.

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

**TENDER
DOCUMENTS MAY
BE:**

**DEPOSITED IN THE TENDER
BOX AT:**

Head Office

191 Prince Alfred Street

Pietermaritzburg

3200



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Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

T1.2 - TENDER DATA

T1.2 TENDER DATA			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Project Code:	056794; 055620		
Tender no:	ZNTM 01190W	Closing date:	As Per Tender Advert
Closing time:	11:00	Validity period:	84 Calender Days
Clause number:			
	<p>The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>		
C.1.1	<p>The Employer is the Head: Public Works (KZN Department of Public Works-Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the <u>priced of the Bills of Quantities</u>, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p>TENDER - PART 1</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in <i>T2.1 - Returnable Schedule</i>)</p> <p>CONTRACT - PART 2</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 - Form of Guarantee (C1.3)</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Preliminaries for GCC for Construction Works, 2nd Edition - 2010</p> <p>C2.3 - Bills of Quantities</p> <p>Part C3: Scope of works</p> <p>C3.1 - Scope of Works</p> <p>C3.2 - Specification for HIV/AIDS awareness</p> <p>C3.3 - HIV/STI Compliance report</p> <p>C3.4 - Standard Specifications</p> <p>C3.5 - Project Specifications</p>		

	Part C4: Site information	
	C4.1 -	Site Information
	C4.2 -	Builders Lien Agreement
	Part 5: List of Drawings/Annexure's	
	C5.1 -	List of Drawings
	An - 1	Model Preambles for Trades 2008
	An - 2	General Electrical Specifications
	An - 3	Lightning Protection Specifications
	An - 4	Map of Tender submission location
	An - 5	Joint Venture Agreement
	An - 6	Health and Safety Specification
	An - 7	Health and Safety Bill of Quantities
	An - 8	Builders Lien Agreement
	An - 9	Abbreviated List of Repeater Sites
	An - 10	Repeater Site Data - Comprehensive
	An - 11	Repeater Inspection and Service Report Samples
C.1.4	The Employer's agent (Engineer/Principal Agent) is:	
	Name:	CA du Toit Pty Ltd
	Capacity:	Engineer
	Address:	9 Brendon lane , Westville , Durban , 3630
	Tel:	031 266 9608
	Fax:	031 266 9624
	E-mail:	pierre@cadutoit.co.za
	Responsible person:	Pierre Fourie
	The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"	
C.1.6	PP2-Competitive Selection Procedure	Design by Employer
	PP2B-Open Procedure	
	Tenderers must meet the requirements of the Mandatory Criteria (T2.34) first before they can be considered for price and preference by means of specific goals	
C.2.1	For eligibility refer to T1.1 Tender Notice and Invitation to Tender	
	This is not an EPWP project	
	CIDB Registration is not required, but ICASA Radio dealer licence is essential.	
C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Tender Notice and Invitation to Tender .	

C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderers own cost. The CD must be clearly marked with the tender information and company details.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Tender Notice and Invitation to Tender .
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per T1.1 Tender Notice and Invitation to Tender .
C.2.16	The tender offer validity period is as per T1.1 Tender Notice and Invitation to Tender .
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
	This is not an EPWP project
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers do not have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: KZN Department of Public Works, 191 Prince Alfred Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid
C.3.8	<p>The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of the Conditions of Tender. 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 specifications 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"> a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> (a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) 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 to the contract in the best interests of the employer or potentially compromise the Tender process.

	<p>(e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and</p> <p>(f) the Tenderder has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>(g) the Tenderder is registered with:</p> <p>i) the Unemployment Insurance Fund (UIF); and</p> <p>ii) the Workmen's Compensation Fund</p> <p>(h) the Tenderder submitted Authority to Sign the tender.</p> <p>(i) the Tenderder submitted Financial standing & other resources of Business Declaration.</p> <p>(j) the Tenderder submitted Equipment Schedules, if applicable.</p> <p>(k) the Tenderder signed the Form of Offer that is part of the Form of Offer and Acceptance.</p> <p>(l) the Tenderder submitted Preference Certificate, if applicable.</p> <p>(m) the Tenderder submit Final Summary of Bill of Quantities at tender closing.</p> <p>(n) the Tenderder submitted Bidder's Disclosure.</p> <p>(o) the Tenderder submitted Site Inspection Certificate from the Compulsory Briefing Meeting</p> <p>(p) All information required to assess 'Functionality' as per Tender Data scheduled requirements</p> <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderder as described in the form of offer and acceptance.</p>
C.3.15	Tenderders are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderder one copy of the signed contract document and one copy of an unpriced bills of quantities.



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PUBLIC WORKS
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Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

T1.3 - Annexure C - Standard Conditions of Tender

T1.3 - Annexure C - Standard Conditions of Tender

Note: Where this document refers to Bid or Bidder it shall be read as tender or tenderer

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2** The decision to cancel a tender invitation must be published in the same manner as the original tender invitation was advertised.
- C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

- C.1.6.2.1** Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1

Option 1

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

F.1.6.3.2

Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to request from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1** Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **tender data**, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1

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

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

C.3.14.2

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

C.3.15 Complete Adjudicator's Contract

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

C.3.16 Registration of the Award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Project Manager:	Mr. S. Mathonsi	Tender no:	ZNTM 01190W

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Bidder's Disclosure - SBD 4 (T2.11)	Yes	
Authority to Sign Tender (T2.2)	Yes	
Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	Yes	
Special Resolution of Consortia or Joint Venture's (T2.4)	Yes	
Schedule of Proposed Sub-Contractors (T2.6)	Yes	
Joint Venture Involvement Declaration (T2.5)	Yes	
Capacity of Tenderer (T2.7)	Yes	
Annual Financial Statement for past financial year (2.15)	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	Yes	
Preference Points Claim Form (T2.9)	Yes	
Compulsory Enterprise Questionnaire (T2.18)	Yes	
Financial Standing and other resources of Business Declaration (T2.8)	Yes	
Contractor's Safety, Health and Environmental Declaration (T2.17)	Yes	
Complete Priced Bill of Quantities (T2.22)	Yes	
Certified Proof of CIDB Registration Number (T2.27)	No	N/A
Contract Form - Purchase of Goods/Works - Part 1 (T2.29)	No	N/A
Contract Form - Purchase of Goods/Works - Part 2 (T2.30)	No	N/A
Mandatory Criteria (T2.34)	Yes	
Invitation to Tender - SBD 1 (T2.35)	Yes	

2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE TENDERER

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	Yes	
Certified Proof of Good Standing with the Compensation Commissioner (Attach) (T2.20)	Yes	
Proof of payment of Tender deposit (T2.28)	Yes	
Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)	Yes	
Certified Proof of UIF Registration (Attach) (T2.24)	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T2.26)	Yes	
Annual Financial Statement for past financial year (2.15)	Yes	
Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	Yes	

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	Yes	
Record of Addenda to Tender Documents (T2.12)	Yes	
Particulars of Electrical Contractor (T2.13)	Yes	
Equipment Schedules-Mechanical / Electrical / Security Material (T2.16)	Yes	
Schedule of Imported Materials and Equipment (T2.14)	Yes	
Confirm Receipt of Offer and Acceptance (T2.21a)	Yes	

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Bill of Quantities (T2.22)	Yes	
Form of Guarantee (C1.3)	Yes	
List of Drawings/Annexure's (C5.1)	Yes	
The National Industrial Participation Programme (T2.25)	Yes	
Required Structure of Contractor's detailed OHSE Plan (T2.31)	Yes	
Client's specific requirements for the Contractor's detailed OHSE Plan (T2.32)	Yes	
Base line Risk Assessment (T2.33)	Yes	

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF MANDATORY REQUIREMENTS

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable	
Proof of working capital of at least 10% of project value	Yes	
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	Yes	
Annual/Audited Financial Statement/Management Account/income and Expenditure Statements	Yes	
Detailed schedule of key technical resources at all levels	Yes	
Schedule of experience of at least 3 years of experience on similar Radio Repeater maintenance projects	Yes	
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	Yes	
Demonstrated ability to work on an accelerated programme	No	N/A
Experience in projects that have operational challenges i.e. public interface	No	N/A
Submission of a detailed organogram of key technical or project team	Yes	
All key project resources have at least 5 years experience in projects of a similar value and nature.	Yes	
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	No	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	No	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	No	N/A
Tenderer to demonstrate key/resource deployment over the various work package	Yes	

Letter from a registered financial institution confirming intention to issue a provision of a guarantee	Yes	
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	No	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	Yes	
Material storage, handling and distribution	No	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	No	N/A
Programme and progress reporting, including tracking of long lead procurement items	No	N/A
OHS Management, compliance and reporting	Yes	
Site documentation control, filing and archiving	No	N/A
Queries and information required approach	No	N/A
Procurement of outsourced resources e.g. sub-contractors	Yes	
Valid ICASA Dealer Licence Certificate	Yes	
Detailed description of tenderer's proposal for completing maintenance during two month cycle	Yes	

T2.2 AUTHORITY TO SIGN TENDER

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

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

held at (town): _____ on (date): _____

RESOLVED that:

1. The Enterprise submits a Tender to the KZN Department of Public Works in respect of the following project:

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

Tender Number: **ZNTM 01190W**

2. *Mr./Mrs./Ms:

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

and who will sign as follows: _____ (Authorised Signatory)

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to this Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Tendering Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the tendering Enterprise being a Close Corporation, a **certified copy of the Founding Statement** of such corporation must be attached to this tender.

ENTERPRISE STAMP (If Any)

T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER

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

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

held at (town): _____ on (date): _____

RESOLVED that:

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

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

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

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

Tender Number: **ZNTM 01190W**

2. * Mr. / Mrs. / Ms.: _____ in

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

and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

ENTERPRISE STAMP (If Any)

T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

held at: _____ (place) on _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the KZN Department of Public Works in respect of the following project:

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

Tender Number: **ZNTM 01190W**

Project Code: **056794; 055620**

- B. Mr/Mrs/Ms: _____ in

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

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
-
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Tender.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

DECLARATION RELATING TO A TENDER SUBMITTED BY A JOINT VENTURE :

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

Party No. 1	
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:	
TENDERER'S CIDB REGISTRATION NUMBER:	N/A
Name	
Address	
Percentage involvement	%

Party No. 2	
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:	
TENDERER'S CIDB REGISTRATION NUMBER:	N/A
Name	
Address	
Percentage involvement	%

Party No. 3	
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:	
TENDERER'S CIDB REGISTRATION NUMBER:	N/A
Name	
Address	
Percentage involvement	%

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

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.

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

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

No	Name and address of proposed Subcontractor		Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1							
	CIDB Registration Number:	N/A					
2							
	CIDB Registration Number:	N/A					
3							
	CIDB Registration Number:	N/A					
4							
	CIDB Registration Number:	N/A					
5							
	CIDB Registration Number:	N/A					
Name of authorised representative			Signature		Capacity		Date
Name of Enterprise:							

T2.7 CAPACITY OF TENDERER

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

1. **WORK CAPACITY:** (The Tenderer 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 Tender being disregarded.)

- 1.1. **Artisans and Employees:** (*Artisans and Employees to be ,or are ,employed for this project*)

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent - Experienced with Radio Repeater Systems			
Project Manager - Experienced with Radio Repeater Systems			
Foreman - Experienced with Radio Repeater Systems			
Quality Control & Safety Officer-Construction Supervisor - Experienced with Radio Repeater Systems			
Artisans - Experienced with Radio Repeater Systems			
Unskilled employees - Experienced with Radio Repeater Systems			
Others - Experienced with Radio Repeater Systems			

1.2. Provide full particulars of the following Assets: *(Assets owned and to be hired - Indicate owned assets)*

Machinery	Plant	Equipment	Vehicles

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

1.4. Other offers submitted at time of this tender for which results are pending:
(Any other client's tender must also be included)

[illegible]

2. PARTICULARS OF THE TENDERERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.2. Current Government sector projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.3. Previously completed projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	

Name of Tenderer	Signature of authorised representative	Date

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620
<p>(a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.</p> <p>(b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.</p> <p>(c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.</p> <p>(d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the DoPW the necessary proof that:</p> <p style="margin-left: 40px;">(i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),</p> <p style="margin-left: 40px;">(ii) he/she has additional Human Resources available to successfully complete this project.</p> <p style="margin-left: 40px;">(iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoPW the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)</p> <p>(e) Tenderer to submit their latest 12 months audited financial statements with the returnable documents.</p> <p>I, the undersigned,</p> <div style="text-align: right; margin-right: 50px;"> <hr style="width: 300px; border: 0; border-top: 1px solid black;"/> <i>(name of person authorized to sign on behalf of the Tenderer)</i> </div> <p>understand that it is the responsibility of the Tenderer to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.</p> <p>Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Tender.</p> <p>I accept and understand that the KZN Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this tender, may act against me and the Tenderer, jointly and severally, should this declaration and/or any information provided be found to be false.</p> <p>Duly signed at..... on this the..... day of..... 20..</p>			
Full Name of Signatory		Name of Enterprise	
Capacity of Signatory		Signature of authorised representative	

T2.9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022									
Project Title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater								
Tender Number:	ZNTM 01190W								
Project Code:	056794; 055620								
SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022									
<p>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.</p> <p>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</p> <p>1. GENERAL CONDITIONS</p> <p>1.1 The following preference point systems are applicable to invitations to tender:</p> <ul style="list-style-type: none"> - 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). <p>1.2 To be completed by the organ of state (delete whichever is not applicable for this tender).</p> <p>a) The applicable preference point system for this tender is the 90/10 preference point system.</p> <p>b) The applicable preference point system for this tender is the 80/20 preference point system.</p> <p>c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.</p> <p>1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:</p> <p>(a) Price; and</p> <p>(b) Specific Goals.</p> <p>1.4 To be completed by the organ of state: The maximum points for this tender are allocated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th style="width: 80%;"></th> <th style="width: 20%; text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr style="background-color: #ffff00;"> <td>PRICE</td> <td style="text-align: center;">80</td> </tr> <tr style="background-color: #ffff00;"> <td>SPECIFIC GOALS</td> <td style="text-align: center;">20</td> </tr> <tr style="background-color: #ff0000; color: white;"> <td>Total points for Price and SPECIFIC GOALS</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>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.</p> <p>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.</p> <p>2. DEFINITIONS</p> <p>(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;</p> <p>(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;</p> <p>(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;</p> <p>(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</p> <p>(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).</p> <p>3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES</p> <p>3.1. POINTS AWARDED FOR PRICE</p> <p>3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>80/20 or 90/10 $P_s = 80(1 - (P_t - P_{min}) / (P_{min} - P_{min}))$ or $P_s = 90(1 - (P_t - P_{min}) / (P_{min} - P_{min}))$</p> </div> <p>Where</p> <p>P_s = Points scored for price of tender under consideration</p> <p>P_t = Price of tender under consideration</p> <p>P_{min} = Price of lowest acceptable tender</p> <p>3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT</p>			POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and SPECIFIC GOALS	100
	POINTS								
PRICE	80								
SPECIFIC GOALS	20								
Total points for Price and SPECIFIC GOALS	100								

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps=80(1+(Pt-P \max)/(P \max)) \text{ or } Ps=90(1+(Pt-P \max)/P \max)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of Points allocated (90/10 system) (to be completed by the Organ of State)	Number of Points allocated (80/20 system) (to be completed by the Organ of State)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership by Black People		10		
Ownership by People who are Women		10		

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:

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620
Site Inspection Date:		As per Tender Advertisement	

This is to certify that I, _____ (Name of authorised Representative)
representing _____ (Name of Enterprise)
visited the site on: _____ (Date)

I have made myself familiar with all local conditions likely to influence the work and the cost thereof.
I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and **not** a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

Name of Tenderer	Signature	Date

Name of DOPW Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Briefing meeting has been called.



Departmental Stamp:

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 **DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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

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

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

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

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

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

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

	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

Tenderer to attach proof of receipt of above listed addenda

Signed		Date	
Name		Position	
Tenderer			

T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

Name of Contractor:

Address:

Telephone Number:

(Area Code)(Number)

Fax Number:

(Area Code)(Number)

Registration number for ICASA Dealer Licence:	
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Name of authorised representative	Signature	Date

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

This schedule should be completed by the tenderer. (Attach additional page(s) if more space is required)

Item	Material / Equipment	Quotation (Excluding VAT)
1		R
2		R
3		R
4		R
5		R
6		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed. (See P&G E16)

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate 14 days prior to closing date of tender submission

Z = exchange rate on the date of the Bill of Lading* of exporters invoice.

** A bill of lading (sometimes abbreviated as B/L or BoL) is a document issued by a carrier which details a shipment of merchandise and gives title of that shipment to a specified party. Bills of lading are one of three important documents used in international trade to help guarantee that exporters receive payment and importers receive merchandise. A straight bill of lading, which is referred to above, is used when payment has been made in advance of shipment and requires a carrier to deliver the merchandise to the appropriate party. It is therefore the date of the paid up invoice when the shipment leaves the exporter's location. [http://en.wikipedia.org/wiki/Bill_of_lading]*

Name of authorised representative	Signature	Date

T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

ATTACH A CERTIFIED COPY OF THE ANNUAL FINANCIAL STATEMENT OF THE COMPANY FOR THE PAST FINANCIAL YEAR TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of the annual financial statements of the past financial year in respect of each party to the Joint Venture must be attached to this page

ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE

T2.16 EQUIPMENT & INFORMATION SCHEDULES			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Bid no:	ZNTM 01190W	Project Code:	056794; 055620

The Bidder shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

ICASA Information:

ICASA Dealer Licence:

Attach Valid ICASA Dealer Licence Certificate

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Technical Data: **VHF Midband Repeater - Digital (Part C3.4.6)**

		Comply
Make		
Country of Origin		
Number of Channels Available		
Type approval certificate enclosed ?		
Is equipment tropicalized ?		
Channel Spacing		
Audio Output Power		
Audio distortion at full power		
Transmitter spurious emission		
Transmitter R.F. power (max.)		
Transmitter deviation (max.)		
Available frequency range		
Transmitter :		
Receiver :		
Type of duplexer supplied		
Transmitter overload protection provided		
Can the set interface UHF links ?		
Is Repeater capable of Analogue and Digital mode operation?		
Is EIS CTCSS and DCS programmable as specified ?		
Will maintenance manuals be supplied as specified ?		
Is time-out timer fitted ?		
Is equipment rated for continuous operation ?		
Is 5 tone available on set ?		
Mass of Repeater		
List Mobile radios that are compatible with repeater and protocol		
Provide information on reference sites, similar to this contract		
Other information and deviations from the specifications		

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Technical Data: VHF Highband Repeater - Digital (Part C3.4.6)

		Comply
Make		
Country of Origin		
Number of Channels Available		
Type approval certificate enclosed ?		
Is equipment tropicalized ?		
Channel Spacing		
Audio Output Power		
Audio distortion at full power		
Transmitter spurious emission		
Transmitter R.F. power (max.)		
Transmitter deviation (max.)		
Available frequency range		
Transmitter :		
Receiver :		
Type of duplexer supplied		
Transmitter overload protection provided		
Can the set interface UHF links ?		
Is Repeater capable of Analogue and Digital mode operation?		
Is EIS CTCSS and DCS programmable as specified ?		
Will maintenance manuals be supplied as specified ?		
Is time-out timer fitted ?		
Is equipment rated for continuous operation ?		
Is 5 tone available on set ?		
Mass of Repeater		
List Mobile radios that are compatible with repeater and protocol		
Provide information on reference sites, similar to this contract		
Other information and deviations from the specifications		

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Technical Data: **UHF Radio Link - Digital (Part C3.4.7)**

		Comply
Make		
Country of Origin		
Number of Channels Available		
Type approval certificate enclosed ?		
Is equipment tropicalized ?		
Channel Spacing		
Audio Output Power		
Audio distortion at full power		
Transmitter spurious emission		
Transmitter R.F. power (max.)		
Transmitter deviation (max.)		
Available frequency range		
Transmitter :		
Receiver :		
Type of duplexer supplied		
Transmitter overload protection provided		
Can the set interface UHF links ?		
Is EIS CTCSS and DCS programmable as specified ?		
Will maintenance manuals be supplied as specified ?		
Is time-out timer fitted ?		
Is equipment rated for continuous operation ?		
Is 5 tone available on set ?		
Mass of Repeater		
Other information and deviations from the specifications		

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Technical Data: Antennas (Part C3.4.8)

		Comply
VHF Twin Stack folded dipole:		
Name of manufacturer		
Country of Origin		
Type antenna		
Frequency range		
Gain		
Radiation pattern		
Dimensions		
Yagi Multi-element - 440 - 470 MHz		
Name of manufacturer		
Country of Origin		
Type antenna		
Frequency range		
Gain		
Radiation pattern		
Dimensions		
Yagi Multi-element - 1350 - 1517 MHz		
Name of manufacturer		
Country of Origin		
Type antenna		
Frequency range		
Gain		
Radiation pattern		
Dimensions		

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Technical Data: **Antenna Cables and Accessories (Part C3.4.8)**

		Comply
RG 213 Coaxial Cable		
Name of manufacturer		
Country of Origin		
Type cable		
Loss per metre		
Inner conductor diameter		
Outside diameter		
LMR 400 Coaxial Cable		
Name of manufacturer		
Country of Origin		
Type cable		
Loss per metre		
Inner conductor diameter		
Outside diameter		
Antenna Cable Ties		
Name of manufacturer		
Country of Origin		
Manufacturing material		
Antenna Cable Clamps		
Name of manufacturer		
Country of Origin		
Manufacturing material		
Antenna Duplexer		
Name of manufacturer		
Country of Origin		
Frequency Ranges		
Continuous Power Input rating		
Insertion Losses		

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Technical Data: **Surge & Lightning Protection (Part C3.4.8)**

		Comply
Lightning Surge Arrestor		
Name of manufacturer		
Country of Origin		
Model (type)		
Method of operation		
Surge Arrestor (230V Power Supply)		
Name of manufacturer		
Country of Origin		
Model (type)		
Method of operation		
Element of losses		
Surge Arrestor (Signal Lines)		
Name of manufacturer		
Country of Origin		
Model (type)		
Method of operation		
Element of losses		

Technical Data: **Antenna Mast**

		Comply
Antenna Mast (21m Self-Supporting)		
Name of manufacturer		
Type/Model No		
Manufacturing material		
Antenna Mast (30m Self-Supporting)		
Name of manufacturer		
Type/Model No		
Manufacturing material		

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Technical Data: Batteries and Battery Chargers (Part C3.4.4)

		Comply
Battery (Lead Acid, Tubular Plate 530 A-h)		
Name of manufacturer		
Country of Origin		
Type		
Battery voltage		
Model		
Capacity (@ discharge rate)		
Dimensions		
Battery Charger		
Name of manufacturer		
Country of Origin		
Model		
Capacity		
Dimensions		
Battery Protect Load Shed		
Name of manufacturer		
Country of Origin		
Model		

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Information: **Tenderer's Recourses**

Personnel	
Management personnel	
Experienced/qualified radio technicians	
Semi-skilled technician assistants	
Administrative personnel	
Other personnel	
Specialised Equipment	
a.	
b.	
c.	
d.	
Transport	
a.	
b.	
c.	
d.	
Office locations in KZN Province	
a.	
b.	
Contracts Manager	
Name	
Qualification	
Previous Experience	
Sub- Contractors	
a.	
b.	

Bid no:	ZNTM 01190W	Project Code:	056794; 055620
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EQUIPMENT & INFORMATION SCHEDULES

Information: **Contract Price Adjustment Provisions**

The contract price will be subject to Contract Price Adjustment Provisions as per Conditions of Contract - Contract Data (Part C1.2).

Should the tenderer require any prices to be excluded from the above provisions, to be subject to any other basis of adjustment the basis of adjustment shall be indicated against CPAP Category number in the table below and the CPAP Category number shall be indicated in the column with the heading "CPAP, CAT" in the Bill of Quantities against all prices to which the alternative basis of adjustment will apply. Failure to complete the information required, as described will render the tender subject to contract price adjustment as described above. Full detail of any alternative formula or basis of adjustment shall be given in a letter accompanying the tender.

CPAP Category Number	Basis for Price Adjustment
1	Department of Transport (DOT): Tariffs for the use of Motor Transport: Ref: T118: Category C: Diesel - 2001 to 2500 cc: Private
2	
3	
4	
5	

Detailed Description Of Standby Equipment Considered Necessary And Included In The Tender Price In Part C2.3.2, Item 5 (Refer to Part C3.10.2; Par. 7.3.)

Signature of Tenderer : _____

Name of Tenderer : _____

Date : _____

T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification.
 - b) Approved Construction Safety, Health and Environmental Plan.
 - c) Occupational Health and Safety Act, Act 85 of 1993.
 - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Tenderer

T2.18 Compulsory Enterprise Questionnaire			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:

N/A

Section 5: 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 6 partners

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement

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

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- confirms that 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;
- 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			
Enterprise name			

**T2.19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

TAX CLEARANCE REQUIREMENTS

It is a condition of Tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance.

1. In order to meet this requirement Tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit tenders.
2. SARS will then furnish the tenderer with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. Tenderers are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

Tax Compliance Status(TCS) PIN Number	
Company / Tendering Entity Tax Reference Number	

Name of Tenderer:

Signature of tenderer:

Date:

**T2.20 CERTIFIED PROOF OF GOOD STANDING WITH THE
COMPENSATION COMMISSIONER**

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE
TENDERER IS IN GOOD STANDING WITH THE
COMPENSATION COMMISSIONER, TO THIS PAGE FOR
ADJUDICATION PURPOSES**

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.21 - FORM OF OFFER AND ACCEPTANCE

Tender no: ZNTM 01190W

OFFER

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

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

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:

Amount (in words):	
Amount in figures:	R

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

Signature (s)			
Name (s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness			<div style="display: flex; justify-content: space-between;"> <div>Date</div> <div></div> </div>

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	Agreement and Contract Data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.
Part C4	Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature (s)			
Name (s)			
Capacity			
For the employer			
	<i>(Name and address of employer)</i>		
Name and signature of witness			

Schedule of Deviations

Notes:

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

1.1.1. Subject:
Details:

1.1.2. Subject:
Details:

1.1.3. Subject:
Details:

1.1.4. Subject:
Details:

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

T2.21a CONFIRMATION OF RECEIPT

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

Tender no.:	ZNTM 01190W	Project Code:	056794; 055620
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The Tenderer (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

T2.22 - FINAL BILL OF QUANTITY SUMMARY

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

ATTACH COMPLETE PRICED BILL OF QUANTITIES

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES
--

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
	ZNTM 01190W	Project Code:	056794; 055620

**ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO
THIS PAGE FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.24 - CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE
TENDERER IS IN GOOD STANDING WITH THE **UIF** TO THIS
PAGE FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

**T2.26 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS
DATABASE**

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Bid no:	ZNTM 01190W	Project Code:	056794; 055620

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER
IS REGISTERED ON THE CENTRAL SUPPLIERS DATABASE
TO THIS PAGE FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

T2.28 - PROOF OF PAYMENT OF TENDER DEPOSIT

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

ATTACH A COPY OF PROOF OF PAYMENT WHERE
AVAILABLE OF THE TENDER DEPOSIT BY THE TENDERER,
TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture a certified copy of proof of payment where available of the tender deposit is only necessary in respect of any one party to the Joint Venture and must be attached to this page

T2.31 - OHSE PLAN STRUCTURE			
Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network

1. The notification to commence with construction work made to the Provincial Director of Labour using Annexure 2.
2. Letter of Good Standing with Compensation Commissioner or Compensation insurer.
3. The Contractor's Health, Safety & Environmental Policy, signed by the chief executive officer, which outlines the
4. Pre-Construction risk assessment.
5. Relevant checklists and registers.
6. Site specific OHSE Organogram.
7. Preliminary Induction Program.
8. Demolition Plan.
9. Environmental Management Plan.
10. Emergency Procedures Plan.
11. OHSE Audit format to be used for Self Audits and Sub-Contractor Audits.
12. Proof of competency for the following legal appointees;
 - 12.1 Construction Manager/Assistant – (Detailed CV reflecting qualification, relevant experience and references from
 - 12.2 Section 16.2 Appointee.
 - 12.3 Construction Work Supervisor. **N/A**
 - 12.4 Assistant Construction Work Supervisor. **N/A**
 - 12.5 Construction H&S Officer – SAMTRAC or equivalent. **N/A**
 - 12.6 Risk Assessor – SAMTRAC or equivalent. **N/A**
 - 12.7 Fall Protection Planner - SAMTRAC or equivalent. **N/A**
 - 12.8 Demolition work inspector – Registered Engineer or Technologist. **N/A**
 - 12.9 Electrician – wireman's licence.

Legal appointments to be appointed		
Prior Site Handover		After Site Handover on commencement with Construction work
<ul style="list-style-type: none"> ● Section 16.2 Appointee ● Construction Manager ● Construction Work Supervisor ● Construction H&S Officer ● Risk Assessor ● Fall Protection Planner ● Demolition Work Inspector 	<p>Yes</p> <p>Yes</p> <p>No</p> <p>No</p> <p>No</p> <p>No</p> <p>No</p>	<ul style="list-style-type: none"> ● N/A

T2.32 - OHSE CLIENT SPECIFIC REQUIREMENTS

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network
Tender no:	ZNTM 01190W
Project Code:	056794; 055620

Items	Client Specific Requirements
Site Office location	1) When working in a occupied facility the contractors risk assessment and
Public Safety	1) If the weather condition poses a threat to the health & safety of employees be it
Extreme weather conditions	1) Should there be changes to the original scope of work, the Principal Agent
Change to scope of work	1) The successful Tenderer must submit a copy of the detailed OHSE Plan for
Safety Plan Submission	1) The Principal Contractor must incorporate any aspects of the Local Municipal
Bylaws	1) To comply with CR(9) and to also address environmental issues
Risk assessment for construction work	2) Risk Assessment must be done if and when required.
	3) DSTI's must be performed on a daily basis be of an acceptable standard and
	4) No work may be performed without an approved DSTI.
	See the attached baseline risk assessment to be considered by both the designer
Fall protection	1) To comply with CR (10),
	2) Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings
Structures	1) To comply with CR (11)
Temporary work	1) To comply with CR (12)
Excavations	1) To comply with CR(13) and the following;
	2) If the risk exists of a person in an excavation being enclosed in an event of a collapse the following will apply; shoring sufficient to prevent enclosure, any excavated material must be placed at least 1metre from the edge and at the maximum angle of repose to the horizontal.
	3) No excavation may affect the stability of any adjoining structure or road unless steps have been taken as identified by an Engineer or a Technologist.
	4) Adequate provisions must be made to ensure that water is drained from excavations where water may enter such excavations as a result of seepage or rain
	5) All excavations made by the Principal or Sub Contractors must be barricaded by means of solid barricading and barricading tape may only be used to make such barricading more visible
	6) If more than one excavation is present on site all excavations must be numbered to ensure effective inspection and control
Demolition work	1) To comply with CR (14) and the following;
	2) Demolition work may only start upon approval of the Demolition Plan by the Client or its duly appointed Agent
	3) In the event that a structure identified for demolition incorporates substances such as, lead or asbestos it must be performed within the requirements of the applicable legislative requirements
	1) To comply with CR(16) and the following;

Scaffolding	2) Scaffolding Inspectors and scaffolding Erectors must be different individuals.
	3) Scaffold Harness must be used on scaffolding, normal Harnesses may not be used on scaffolding
	4) Sufficient Scaffolding material e.g., tags, trapdoors etc. need to be on site as determined by the activities on site
	5) Scaffold bases may not be supported by materials such as bricks and chipboard. Suitable material needs to be used as per SANS 10085
	6) If more than one scaffold is present on site all scaffolds must be numbered to ensure effective inspection and control
	1) To comply with CR (23)
Construction vehicles and mobile plant	1) To comply with CR (24)
Electrical installations and machinery on construction sites	1) To comply with CR (25)
Use and temporary storage of flammable liquids on construction sites	1) To comply with CR (26)
Water environments	1) To comply with CR (27) and the following;
Housekeeping and general safeguarding on construction sites	2) Contractor to designate areas for placing refuse and rubble prior to being removed from site
	3) Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction.
Housekeeping and general safeguarding on construction sites	4) Refuse to be separated for recycling purposes
	5) Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements
	1) To comply with CR (28)
Stacking and storage on construction sites	1) To comply with CR (29) and the following;
Fire precautions on construction sites	2) No smoking may be permitted on site except in designated smoking areas
Construction employees' facilities	1) To comply with CR (30) and the following;
	2) Gender signs to be placed at appropriate locations
	3) All welfare facilities to be kept in a hygienic condition at all times
	4) Employees to be trained in good hygiene practices
	5) Toilets to be fitted with doors which can be locked from the inside
	6) Toilets to be sufficiently ventilated
	7) Contractors or contractors employees are not permitted to any other facilities except those provided by the contractor.

Public Safety & Signage	<p>1) The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.</p> <p>2) Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan.</p> <p>3) The public or visitors may only be permitted on site if they go through an appropriate Health and Safety Induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks</p> <p>4) The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.</p> <p>5) Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public must also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary.</p> <p>6) The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.</p>
On Site Health and Safety Training & Induction	<p>1) The Principal Contractor shall ensure that all site personnel and visitors undergo a Risk-Specific Health & Safety Induction Training Session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health & safety file.</p> <p>2) The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health & Safety file. The above should also cover all sub-contractors that are onsite.</p> <p>3) All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.</p>
General Record Keeping	<p>The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a Health & Safety file held in the site office, which must be present on site at all times. The Principal Contractor must ensure that every Sub Contractor opens its own Health & Safety file, maintains the file and makes it available on request.</p>

Health & Safety Audits, Monitoring and reporting	1) The Client or its duly appointed Agent shall conduct monthly health & safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
Emergency Procedures	1) The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements: a. List of key competent personnel; b. Details of emergency services; c. Actions or steps to be taken in the event of the specific types of emergencies; d. Information on hazardous material/situations.
	1) The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.
First Aid Boxes and First Aid Equipment	1) Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Accident / Incident Reporting and Investigation	1) The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
Hazards and Potential Situations	2) Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.

Personal Protective Equipment (PPE) and Clothing	1) The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File. Procedure to be in place to deal with:
	a. Lost or stolen PPE;
	b. Worn out or damaged PPE replacement.
	c. Employees not utilising PPE as required
Permits	2) The above procedure applies to Principal Contractors and their appointed Sub- Contractors, as they are all employers in their own right.
	1) The Principal Contractor shall prepare and issue the required written permits relating to but not limited to the following:
	a. Hot Work
	b. Roof Work
	c. Electrical work (both temporary and permanent)
	d. Confined Space Entry
	2) The Principal Contractor must ensure that where permits are required that they are properly implemented and adhered to.
	Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h.
Speed Restrictions and Protections	1) Vehicle movement routes on site must be clearly indicated where applicable.
	2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Substances (HCS)	1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995.
	2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances
Asbestos	1) To comply with Asbestos Regulations as published in Government Notice No. R. 155 dated 10 February 2002.
	2) Removal to be done by an accredited asbestos contractor
	3) Proof of accreditation to be kept on site.
	4) Proof of safe systems of work
	5) Disposal certificate.
	6) Under no circumstances may asbestos be handed over to the community irrespective of shape or condition.
Fire Extinguishers and Fire Fighting Equipment	1) The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary fire fighting equipment located at strategic points on site, specific for the classes of fire likely to occur.
	2) The appropriate notices and signs must be allowed for and be erected as required
	3) Contractors may not utilize fire protection equipment belonging to the Client without prior consent
Ladders and Ladder Work	1) The Principal Contractor must allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle.
	2) Records of inspections must be kept in a Register on site
	3) All ladders found to be unsafe must be removed from site immediately and not be permitted back onto site until it has been certified as being safe by the Safety Officer or Construction Supervisor.
General Machinery	1) To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003

Portable Electrical Tools and Hand Tools	1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
	2) The Principal Contractor shall ensure that all Portable Electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file
	3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools:
	a. That a "Competent Person" undertakes routine inspections and records are kept on site.
	b. That only authorized trained persons use the tools.
	c. That safe working procedures apply.
	d. That PPE is provided and used.
	4) All unsafe hand tools and portable electrical equipment found on site need to be removed from site with immediate effect, tagged as unsafe for use and only be permitted back on site after being certified as safe for use by the Safety Officer or the construction Supervisor.
High Voltage Electrical Equipment Installations and Equipment	1) All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
	2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.
Adequate Lighting	1) All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Transportation of Workers	1) In addition to CR 23 the following will apply. The Principal Contractor and Sub-Contractors shall not:
	a. Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods.
	b. Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
	c. Permit workers to stand or sit on the edge of the transporting vehicle.
	d. Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers.
	e. No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
	2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV.
	3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them.
	4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.
	5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice.
	In the event that Earth Moving Machinery is present on site the following must be adhered to:
	a. Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.
	b. Right of way must be afforded to earth moving machinery at all times.
	c. Vehicles must only be permitted to park, where possible, in designated areas.

Occupational Hygiene	<p>1) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.</p> <p>2) All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents.</p> <p>3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.</p>
Environmental Management	<p>1) The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act.</p> <p>2) The Principal Contractor must develop a waste management plan, implement and maintained it onsite.</p> <p>3) Cement mixing to be done at a predetermined location on site which must include a solid, slab, and bunded edges to prevent runoff.</p> <p>4) Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment.</p> <p>5) Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.</p> <p>6) The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.</p> <p>7) Plans to deal with spillages must be in place and maintained.</p> <p>8) No waste materials (liquid or solid) may be disposed of in drains.</p> <p>9) No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.</p>
Alcohol and other Drugs	<p>1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.</p> <p>2) No person may be under the influence of alcohol or any other drugs while on the construction site.</p> <p>3) Any person on the construction site who is on prescription drugs must inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately.</p> <p>4) Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.</p> <p>5) Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.</p>

T2.33 - BASELINE RISK ASSESSMENT

Project title:	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network		
Tender no:	ZNTM 01190W	Project Code:	056794; 055620

PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures

T2.34 - Mandatory Criteria

Bids will be evaluated in the following sequence

Phase 1: Administrative Compliance

1. Form of Offer and Acceptance to be fully and correctly completed.
2. Central Suppliers Database Registration: All bidders must be registered on the Central Suppliers Database.
3. Completion and submission of all returnable documents as contained in this bid document in full.
4. Attendance of the compulsory pre tender briefing meeting. Site Inspection Certificate to be completed and signed in full.

Phase 2: Special Conditions and Mandatory Requirements (All the appropriate and requested information to be submitted in full)

1. Valid ICASA Dealer License Certificate.
2. Proof of working capital of at least 10% of project value.
3. Fully Priced Bills of Quantities must be fully priced and submitted with the bid at closing date of tenders.
4. Schedule of experience on projects of similar nature (Maintenance and Servicing of VHF Radio Repeaters, UHF and Microwave links, Site Maintenance, Upgrade and Replacement of Radio Network components, similar to what is required in this tender) and duration (At least 3 Years). At least two (2) letters of award and practical completion certificates to be attached for works completed in the preceding 10 years.
5. Detailed schedule of resources at all levels, including submission of a detailed organogram depicting schedule of years of experience of key personnel (CV's to be included) of the company. The following minimum requirements are:
 - At least one Radio Technician be allocated and dedicated for the works as detailed in this tender. At least 5 years experience.
 - Person responsible for management and administration of the works. At least 5 years experience.
 - Qualified electrician in possession of a Wireman's License as issued by the Department of Labour, who will be responsible for issuing of electrical Certificates of Compliance. At least 5 years experience. This resource is not required to be permanently employed by the tenderer.
6. Letter from a registered financial institution confirming intention to issue a provision of a guarantee.

FAILURE TO SUBMIT ANY OF THE ABOVE DOCUMENTATION IN THE PRESCRIBED FORMAT, WILL LEAD TO IMMEDIATE DISQUALIFICATION.

Phase 3: Price and Preference

<input checked="" type="checkbox"/> 80/20 Preference points scoring system R30000 – R50 000 000		<input type="checkbox"/> 90/10 Preference points scoring system R50 000 000 and above
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The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of Points allocated (80/20 system) (to be completed by the Organ of State)
Ownership by Black People		10
Ownership by People who are Women		10

(Note Max Points = 20 for the 80/20 preference point system, Max Points= 10 for the 90/10 preference point system)

PART A

INVITATION TO TENDER - SBD 1

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS

TENDER NUMBER:	ZNTM 01190W	CLOSING DATE:	As Per Tender Advert	CLOSING TIME:	11:00
DESCRIPTION	Province of Kwazulu-Natal: Upgrade and Maintenance of Radio Repeater Network				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT <i>(STREET ADDRESS)</i>					
Head Office: 191 Prince Alfred Street, Pietermaritzburg 3200					
SUPPLIER INFORMATION					
NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

	TCS PIN:			CSD No:					
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes				B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes			
	No					No			
If YES, State the name of the verification agency accredited by SANAS									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	YES		NO	
	[IF YES ENCLOSE PROOF]				(IF YES ANSWER PART B:3 BELOW)				
SIGNATURE OF TENDERER					DATE				
CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)									
TOTAL NUMBER OF ITEMS OFFERED					TOTAL TENDER PRICE (ALL INCLUSIVE)				
TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT/ PUBLIC ENTITY					CONTACT PERSON				
CONTACT PERSON					TELEPHONE NUMBER				
TELEPHONE NUMBER					FACSIMILE NUMBER				
FACSIMILE NUMBER					E-MAIL ADDRESS				
E-MAIL ADDRESS									

PART B

TERMS AND CONDITIONS FOR TENDERING - SBD 1

1. TENDER SUBMISSION:

1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE

1.3. TENDERERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.

1.4. WHERE A TENDERER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE TENDER DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.

1.5. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT ARE THE CLAUSES CONTAINED IN THE GENERAL CONDITIONS OF CONTRACT (2010) (SECOND EDITION) PUBLISHED BY THE SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING. COPIES OF THESE CONDITIONS OF CONTRACT MAY BE OBTAINED THROUGH MOST REGIONAL OFFICES OF THE SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING, OR BY VISITING THEIR WEBSITE AT WWW.SAICE.ORG.ZA; AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

[2.3 APPLICATION FOR TAX COMPLIANCE STATUS \(TCS\) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE \[WWW.SARS.GOV.ZA\]\(http://WWW.SARS.GOV.ZA\).](#)

2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE TENDER.

2.5 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE TENDERER 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.

3. QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS				
3.1.	IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO
3.2.	DOES THE TENDERER HAVE A BRANCH IN THE RSA?	YES		NO
3.3.	DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO
3.4.	DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.				